

**Cornell University
ILR School**

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Poughkeepsie, City of and City of Poughkeepsie Police Benevolent Association (2012)**

Employer Name: **Poughkeepsie, City of**

Union: **City of Poughkeepsie Police Benevolent Association**

Local:

Effective Date: **01/01/2012**

Expiration Date: **12/31/2019**

PERB ID Number: **6904**

Unit Size:

Number of Pages: **95**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

POL \ 6904

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF POUGHKEEPSIE

and

**CITY OF POUGHKEEPSIE
POLICE BENEVOLENT ASSOCIATION, INC.**

JANUARY 1, 2012 THROUGH DECEMBER 31, 2019

1/1/12 → 12/31/19

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>ARTICLE TITLE</u>	<u>PAGE</u>
1	PURPOSE	1
2	DURATION	1
3	DESIGNATION	1
4	RECOGNITION AND CERTIFICATION	1
5	NO STRIKE PROVISION	2
6	DUES CHECK OFF	2
7	RELEASE TIME	2
8	EMPLOYEES' RIGHTS	3
9	MANAGEMENT RIGHTS	6
10	WORKING CONDITIONS	6
11	CANINE UNIT	15
12	CLOTHING ALLOWANCE	18
13	VACATION	22
14	HOLIDAYS	24
15	PERSONAL LEAVE	25
16	JURY DUTY LEAVE	26
17	SICK LEAVE	26
18	BEREAVEMENT LEAVE	30
19	REMUNERATION	30
20	EDUCATIONAL AND TUITION PAYMENT AND REIMBURSEMENT	39
21	INSURANCE	41
22	RETIREMENT	46
23	GRIEVANCES AND ARBITRATIONS	46
24	CHANGE, MODIFICATION, WAIVER OR TERMINATION OF THIS AGREEMENT	47
25	MERGER	47
26	EXEMPLARY SERVICE AWARD	48

27	PHYSICAL FITNESS INCENTIVE	48
28	BREAKDOWN OF PAYCHECKS	48
29	LEAVE OF ABSENCE	48
30	MEAL PERIODS AND BREAKS	49
31	WORKERS' COMPENSATION	49
32	GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE	49
33	GENERAL PROVISIONS	50
34	DONATION OF PAID LEAVE	51
35	BARGAINING AGREEMENT	51
36	SAVINGS CLAUSE	52
37	LEGISLATIVE CLAUSE	52
	SIGNATURE PAGE	52
	APPENDIX "A" - SUBSTANCE AND ALCOHOL ABUSE POLICY AND TESTING PROCEDURE	53
	APPENDIX "B" - RULES OF CONDUCT	64
	APPENDIX "C" - CANINE UNIT POLICY & PROCEDURE MANUAL	70
	APPENDIX "D" – CERTIFICATION FOR REIMBURSEMENT OF PAID PRESCRIPTION DRUG RECEIPTS	77
	APPENDIX "E" - GENERAL MUNICIPAL LAW § 207-c PROCEDURE	78
	GML §207- c APPLICATION	88
	MEDICAL RELEASE FORM	91
	COMPTROLLER LETTER	92

This Agreement, entered into this 22nd day of November, 2017, between the **CITY OF POUGHKEEPSIE** (hereinafter referred to as the "City") and the **CITY OF POUGHKEEPSIE POLICE BENEVOLENT ASSOCIATION, INC.** (hereinafter referred to as the "PBA").

ARTICLE 1

PURPOSE

It is the intent and purpose of the parties hereto, in entering into this Agreement, to foster harmonious and cooperative relations between the City of Poughkeepsie and the employees of its Police Department, to secure the orderly and uninterrupted functioning of the government, to increase the general efficiency of the Police Department, and to promote and protect the general welfare of the citizenry.

ARTICLE 2

DURATION

This Agreement shall be effective as of January 1, 2012 and shall continue until December 31, 2019.

In the event a new Agreement is not achieved prior to the expiration date of this Agreement, this Agreement shall remain in full force and effect beyond its expiration date until such time as a new Agreement is executed. In that event, the terms and provisions of the new Agreement shall be retroactive to the first (1st) date of the Agreement.

ARTICLE 3

DESIGNATION

The name of the organization representing the employees of the City of Poughkeepsie Police Department (hereinafter referred to as the "Department") covered herein shall be known as the City of Poughkeepsie Police Benevolent Association, Inc. (hereinafter referred to as the "PBA").

ARTICLE 4

RECOGNITION AND CERTIFICATION

SECTION 1. The City has recognized and certified that the PBA shall be the exclusive representative for its membership.

SECTION 2. The PBA is and shall be the employee organization for all full time Police Officers, Detectives, Sergeants and Lieutenants, but excluding the Chief of Police, Deputy Chief of Police, Captain(s), Special Patrolmen, School Traffic Officers and Community Service

Officers, as well as all police assistants and non-police personnel who may be appointed as such by statute.

SECTION 3. The PBA is and shall be the sole organization empowered to act for and on behalf of the employees of the Department, as herein above defined, in collectively negotiating and/or entering into written agreements regarding any and all matters dealing with the terms and conditions of employment of the employees of the Department, and all grievances arising from said employment, and any and all other matters and questions arising from this Agreement.

ARTICLE 5

NO STRIKE PROVISION

SECTION 1. Pursuant to New York State Civil Service Law, Article 14, Section 207(3), the PBA hereby affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose any obligation to conduct, assist or participate in such a strike. According to Article 14, the definition of a strike is any strike or other concerted stoppage of work or slowdown by public employees.

SECTION 2. Nothing in this Agreement shall be construed to limit the rights, remedies or duties of the City, or the rights, remedies or duties of the PBA or employees under the State Law.

ARTICLE 6

DUES CHECK OFF

SECTION 1. The PBA shall receive, on a bi-weekly basis, a membership dues and assessment deduction check, upon presentation of the dues and assessment deduction authorization cards signed by individual employees of the Department who are voluntary members of the PBA.

SECTION 2. All employees of the Department who are not voluntary members shall pay an Agency Shop Fee established by the PBA, which shall be deducted and forwarded on a bi-weekly basis.

ARTICLE 7

RELEASE TIME

SECTION 1. The City agrees to permit employees (to be designated by the PBA) to attend PBA conferences and conventions, provided, however, that in no event shall more than twenty-five (25) work days, with pay, be used for this purpose (cumulatively for all employees).

SECTION 2. The Board of Directors of the PBA may have a reasonable amount of time while on duty to seek enforcement under the Agreement for alleged violation(s) thereof, including but not limited to, improper labor practices, contractual language problems and general administration, which shall be subject to the approval of the Chief of Police or designee.

ARTICLE 8

EMPLOYEES' RIGHTS

SECTION 1. PERSONAL RIGHTS

The private, personal life of an employee is the appropriate concern of the City, but only to the extent that it may interfere with the employee's responsibilities to the Department, or impair his/her abilities to fulfill his/her police duties.

SECTION 2. DISCIPLINARY INVESTIGATION

A. It shall be the duty of each employee to cooperate fully and completely with any Department investigation of the proper performance of his/her duties. Failure to cooperate may in and of itself be the basis of a disciplinary action.

B. An employee shall be entitled to the following rights and privileges relative to a disciplinary investigation:

- 1) He/she shall not be interrogated relative to any specific complaint unless he/she is advised of the nature and source of that complaint, and whether he/she is being interrogated as a witness or as a subject of a possible disciplinary action. A specific complaint shall be understood as different from a general investigation.
- 2) All interrogations relative to complaints shall be conducted in a reasonable manner under reasonable circumstances.
- 3) Except as provided for in the Substance and Alcohol Abuse Policy and Testing Procedure, annexed as Appendix "A" and made a part of this Agreement, no employee shall be required to submit to any blood, urine or other chemical test designed to determine blood chemistry, or components thereof, nor to any polygraph, psychological stress evaluator, voice analyzer or other tests designed to measure veracity by the study of or the monitoring of bodily functions.
- 4) The refusal of an employee to submit to a polygraph test or blood test, breath analyzer test or other test to determine the percent of alcohol in the blood shall not be the basis of disciplinary action against an employee. However, refusal to permit a test for alcoholic content may be considered in making a determination on the charges, and proof of the refusal shall be admissible at any hearing which may occur as a result of the charges.

- 5) Employees shall be advised of the termination and outcome of any disciplinary investigation against them.
- 6) An employee shall be entitled to respond to the investigating authority with regard to any complaint made against him/her and he/she shall be given an opportunity to do so regardless of whether disciplinary action is taken.
- 7) The agreed upon penalties contained in the "Rules of Conduct" are annexed as Appendix "B" and made a part of this Agreement.

SECTION 3. DISCIPLINARY PROCEDURE

A. The City shall have a maximum of one hundred and twenty (120) calendar days from the occurrence of an alleged infraction of departmental adopted Rules and Regulations to bring formal charges against an employee covered by this Agreement. The one hundred and twenty (120) calendar day period will begin to run when the alleged infraction was actually committed, or from that point in time when the alleged commission should have been discovered through the reasonable efforts and due investigatory diligence of the City. The one hundred and twenty (120) calendar day period shall be tolled by the personal service upon the employee of written charges, in duplicate, signed by the official preferring such charges.

B. The written charges shall be clear and not ambiguous and shall give the employee a clear and concise picture of the infraction(s) he/she is alleged to have committed. Upon service, the employee shall have thirty (30) calendar days to reply and/or plead in writing to the charges.

C. The employee so charged shall have the right to confer with the PBA concerning the same and to be represented by legal counsel during all stages of the proceedings against him/her, and he/she shall not be compelled to be a witness at said proceedings or any proceedings preliminary thereto, but may voluntarily appear to give direct or cross-examination testimony. If the employee so charged elects to participate in any preliminary proceedings and/or to testify but refuses to answer a question or questions on the grounds that such answer would violate his/her constitutional rights, such refusal shall not be in and of itself sufficient grounds to remove him/her from employment.

D. Within ninety (90) calendar days from the date the employee is served with written charges, the departmental hearing shall be commenced, unless a longer time period is agreed to by the parties, or is required because of the availability of the hearing officer.

E. The City and PBA agree that the following individuals shall constitute the list of mutually agreed upon Hearing Officers:

1. Jeffrey Selchick
2. Patrick Moore
3. Dennis Campagna
4. Al Cava

The above named individuals shall be appointed to conduct the hearing on a rotating basis in the order in which they appear. In the event it is determined by both of the parties that any of the above listed Hearing Officers are no longer able to serve on the panel, that an additional Hearing Officer(s) may be necessary, or one (1) or more Hearing Officers should be replaced, the parties shall mutually select and agree to replacement of the named individual(s).

F. The hearing shall be expeditiously conducted and the formal rules of evidence shall not apply; however, evidence highly prejudicial to either party and having little probative value shall not be admitted. All rulings on evidentiary admissibility shall be made by the Hearing Officer. If an objection is made, the party against whom the ruling is made shall have an automatic exception thereto.

G. Within forty-five (45) calendar days after the hearing is concluded, a final determination of the charges shall be made and a judgment reached. Such time limitation may be extended by the written consent of the parties filed with the Hearing Officer. If no determination is made within the time period and no extension has been granted, then the charges shall be deemed to be dismissed. If a judgment is rendered convicting the employee of the charge(s), he/she shall have, notwithstanding any other provisions of local law or ordinance, four (4) months within which to commence a proceeding for review under Article 78 of the CPLR. An acquittal of any charge is to be considered *res judicata*, barring any re-trial in the same underlying set of facts and circumstances.

SECTION 4. JOB TRANSFER

Each employee shall have the right to change his/her employment to other departments within the City, if qualified. Such transfer shall involve no loss of accumulated sick leave, personal leave and/or vacation accumulation.

SECTION 5. RESIDENCY

An employee shall reside in the City, or within a twenty (20) mile radius.

SECTION 6. SUBSTANCE AND ALCOHOL ABUSE POLICY AND TESTING PROCEDURE

A. The Substance and Alcohol Abuse Policy and Testing Procedure is annexed as Appendix "A", and made a part of this Agreement.

B. Refusal of an employee to submit to a drug or alcohol test, as set forth in Appendix "A", will constitute a violation and may be the basis of disciplinary action against an employee. Also, refusal to permit a drug or alcohol test, as set forth in Appendix "A", may be considered in making a determination on the charges, and proof of the refusal shall be admissible at any hearing which may occur as a result of the charge(s).

ARTICLE 9

MANAGEMENT RIGHTS

Except as expressly limited by the provisions of this Agreement, the City retains all of the authority, rights and responsibilities possessed by it, including, but not limited to, the right to determine the mission, purposes and objectives of the City; to implement the examination, selection, recruitment, hiring or promotion of employees pursuant to law; to establish specifications for each class of position and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law and the provisions of this Agreement.

ARTICLE 10

WORKING CONDITIONS

SECTION 1. The City will provide firearms training in all weapons used by the Department, including but not limited to revolver, shotgun, rifle, and automatic weapons, and teargas projectiles. Such training will be conducted during the employee's tour of duty and the ammunition will be supplied by the City. All employees will be issued one (1) box of 40 caliber new factory ammunition per year, or equivalent, with wadcutter ammunition to be issued for range firing. The amount of training will be of such duration and intensity as to instill and maintain in each employee, a reasonable degree of proficiency in each of the weapons utilized.

If any employee fails to qualify at firearms instruction, the following shall occur:

- A. After the first (1st) failure to qualify, the employee would be redirected to attend the next training session and receive pay or compensatory time (subject to the provisions herein regarding training hours).
- B. If the employee fails the second (2nd) attempt to qualify, the employee shall again be directed to the next training session and not receive any pay or compensatory time.
- C. If the employee fails the third (3rd) attempt to qualify, the employee would be directed to attend a fourth (4th) session and not receive any pay or compensatory time.
- D. If the employee does not qualify upon the fourth (4th) attempt, the employee shall permanently lose three (3) vacation days.

SECTION 2. Employees working a two hundred forty-three (243) day per year work schedule shall receive no additional compensation for twenty (20) hours of training per year. Employees working a two hundred forty-eight (248) day per year work schedule shall receive no additional compensation for ten (10) hours of training per year. Employees working a two hundred forty-nine (249) or more days per year work schedule shall not be subject to the provisions of this paragraph.

The training hours described above shall be utilized exclusively for training, and shall be scheduled in four (4) hour minimum blocks, except that when this training is assigned on an employee's day off then it will be scheduled in two (2), four (4) hour blocks. Employees will be assigned specific training sessions to attend. Employees shall lose one-half (1/2) day of vacation for failing to attend a required training session.

Any other training time outside of an employee's regular tour of duty will be paid by overtime.

Effective January 1, 2012, the City agrees to provide twenty (20) hours of mandatory training annually to all employees, which shall consist of eight (8) hours of firearms training in the Spring, and four (4) hours of firearms training in the Fall, and eight (8) hours of in-service training. The in-service training shall include all state mandated training. All training is subject to the overtime provisions, except as set forth above. The City can mandate training beyond that set forth herein, but upon a demand by the PBA to negotiate the impact of the mandated training, the City agrees to negotiate. The mandated training by the City beyond that set forth herein, shall be subject to overtime as set forth herein.

Effective January 1, 2017, all employees working a two hundred and forty three (243) day per year work schedule, upon completion of the twenty (20) hours of training above, shall receive twenty (20) hours of "training compensatory time". All employees working a two hundred and forty-eight (248) day per year work schedule, upon completion of the ten (10) hours of training above, shall receive ten (10) hours of "training compensatory time". All "training compensatory time" shall be utilized on or before December 31st of each year after it is earned, unless extended by the Chief of Police for good cause. The "training compensatory time" shall be earned on an hour for hour basis, and may not be cashed in. All requests to use "training compensatory time" shall be made to the Chief of Police or designee, and the use thereof shall not be unreasonably denied by the Chief of Police or designee.

SECTION 3. The Chief of Police or other authorized City official shall issue an order, the purpose of which will be to minimize or preclude the necessity of employees recovering sick, injured or dead animals from public streets.

SECTION 4. A Joint Labor/Management Committee comprised of three (3) members of the PBA and three (3) officials of the City shall be formed. All actions of this Committee shall be advisory only. The Committee shall meet from time to time, at the request of the City or the PBA, and shall consider matters relating to this Agreement.

SECTION 5. No employee shall be required to perform any mechanical maintenance work on any police vehicle, including but not limited to, the changing of tires and the checking and/or replacing of oil, except in a case of emergency. The City will make such reasonable provisions to insure that police vehicles be maintained on a regular basis.

SECTION 6. An employee may accept outside employment, not to exceed the number of hours per week which may be provided for by law. An employee desiring to work at outside employment may work in any field of endeavor not expressly prohibited to a police officer by law. However, the prior permission of the Chief of Police is an absolute condition

precedent to an employee accepting and working at outside employment. Such permission may not be unreasonably withheld.

SECTION 7.

A. A police officer who is off duty is not relieved of his/her obligation to preserve the peace, or protect lives and property. By reason of the foregoing, the City agrees that an employee who makes a valid arrest off duty shall be fully covered, insured and indemnified against claims of false arrest, imprisonment, assault, and other personal liability, and by applicable law, to the same extent as if he/she had made the arrest while on duty. The term valid arrest, as used herein, shall mean an arrest which has been declared to have been lawfully made by a Court of competent jurisdiction under the laws of the United States or the State of New York under an interstate compact. In addition, any police officer who is injured in the course of, or is taken sick as a result of, making an off duty arrest or booking a prisoner, shall be afforded the benefits provided by General Municipal Law Section 207-c, and all rights, entitlements and benefits of a police officer on duty. The City agrees that a police officer who makes an off duty arrest shall be paid a minimum of four (4) hours of overtime pay, or the actual time spent on the arrest or booking of the prisoner, whichever is greater.

B. A police officer who receives approval by the Chief of Police or designee to engage in off duty employment pursuant to Section 26 of the Police Department Rules and Regulations, and is injured or is taken sick as a result of making an off duty arrest or booking a prisoner, shall be afforded the benefits provided by General Municipal Law Section 207-c, and all rights, entitlements and benefits of a police officer on duty as set forth in Section 7(A) above. The following procedures are to be followed when making an arrest while working off duty employment regarding payment of overtime:

1. The off duty police officer shall notify Police Headquarters and advise the on duty Watch Commander or designee of the available facts pertaining to the incident and arrest.
2. The Watch Commander or designee receiving the notification that a police officer working off duty employment has taken police action, the Watch Commander or designee shall have an on duty police officer respond to the location of the incident.
3. The on duty police officer(s) shall complete all aspects associated with the arrest and booking of the prisoner. This includes, but is not limited to, transporting the defendant, processing the defendant (including all associated reports such as the arrest report and booking reports, informations or accusatory instruments, etc.). The off duty police officer shall complete a detailed report upon returning to his/her next regularly scheduled tour of duty, unless the Watch Commander or designee directs that the report be completed earlier than set forth herein. In that event, the off duty police officer shall be paid the guaranteed minimum four (4) hours of overtime as set forth in Section 7(A) above.

4. In the event the Watch Commander or designee determines that there is no available on duty police officer(s) available to respond in a timely manner, the Watch Commander or designee shall activate the off duty employee to on duty status who shall complete all aspects associated with the arrest and booking of the prisoner. This includes, but is not limited to, transporting the defendant, processing the defendant (including all associated reports such as the arrest report and booking reports, informations or accusatory instruments, etc.). In that event, the off duty police officer shall be paid the guaranteed minimum of four (4) hours of overtime as set forth in Section 7(A) above.

SECTION 8. The tours of duty, work schedules and related working conditions are listed below for special units:

A. **Assignment:** The bidding of a tour of duty shall be by seniority in rank for those in patrol assignment. This does not apply to the special units of Neighborhood Recovery Unit (NRU), Community Policing, Traffic/Park and Main Street Unit and School Resource Officer (SRO)/DARE. The selection of those employees are by appointment of the Chief of Police or designee. This bidding process shall be re-bid once a year or as specifically set forth herein. When a tour of duty is described herein and is between a defined starting and ending time, it shall be a consecutive eight (8) hour block, as determined by the Chief of Police or designee.

B. **Seniority only for the purposes of bidding:** All employees shall bid their tour of duty by their time in rank/grade. When employees are hired on the same date, the test score shall be used first. In the event an employee within this same group has no test score (lateral transfer), then he/she picks last or after the other employees.

The Command Discipline process, based upon a just cause standard, may be utilized by the Chief of Police or designee to make assignments by other than the seniority process. The conduct that led to the just cause standard being applied to deny an employee of his/her seniority shall be provided to the employee. The process shall not be used to justify a mere movement of employees. If any employee is assigned by Command Discipline, the City shall schedule, upon receipt of the employee's written demand, a Section 75 Hearing for a *de novo* determination of reassignment within fifteen (15) calendar days.

C. **Community Policing (General Assignment):** There shall be two (2) tours of duty consisting of Monday through Friday, 10:00 a.m. to 6:00 p.m. (hereinafter "Day Tour") and Tuesday through Saturday 6:00 p.m. to 2:00 a.m. (hereinafter, "Night Tour"). The employees assigned to Community Policing shall be evenly split and each employee will be assigned to each tour of duty for four (4) consecutive weeks at a time. When rotating tours, each employee shall be granted eight (8) hours (1 work day) off which shall be the first (1st) Monday following the tour rotation, and credited eight (8) hours (1 work day) off in compensatory time upon the submission of an Accrued Time Sheet. This compensation is in recognition of the employee's work schedule and shall occur every eight (8) weeks. This shall reflect a two hundred and forty-eight (248) day annual work schedule. Those employees on Night Tour shall be entitled to the differential pay of the "C" line, as set forth in Article 19, Section 13. The Chief of Police or designee may, at his/her discretion, reassign the employee(s) working the Night Tour to a Day Tour on Saturdays only. However, such reassignment shall not occur more than three (3)

Saturdays total in any calendar year. The Chief of Police or designee shall provide a minimum of seven (7) calendar days written notice to the employee(s) being reassigned. The employee(s) shall continue to work his/her scheduled tour of duty for the other remaining days.

The Community Policing Unit shall have one (1) Sergeant whose work schedule and tour of duty shall be Monday through Friday, between the hours of 7:00 a.m. to 6:00 p.m. In the event there is a second (2nd) Sergeant, his/her work schedule and tour of duty shall be Tuesday through Saturday, between the hours of 3:00 p.m. to 2:00 a.m. The Sergeant working between the hours of 3:00 p.m. to 2:00 a.m. shall be entitled to the differential pay of the "C" line, as set forth in Article 19, Section 13. In recognition of this work schedule, the Sergeant(s) assigned to Community Policing shall be credited eight (8) hours (1 work day) off every four (4) weeks, which shall reflect a two-hundred and forty-eight (248) day annual work schedule. The Community Policing Unit will not exceed eleven (11) police officers and two (2) supervisors. The complement of the Community Policing Unit shall not include School Resource Officers (SRO's)/DARE, Traffic/Park or Main Street officers.

D. **School Resource Officer (SRO)/DARE:** Those employees shall be scheduled to work Monday through Friday, with hours developed in advance of the instruction period. The hours shall be consistent with the existing times currently in place. The exception would be summer hours when SRO/DARE officer(s) would have a choice of a patrol assignment, altered duties, or the Community Policing schedule. Any of these requests, other than squad assignment, would need the approval of the Chief of Police or designee. The SRO/DARE officer(s) will not exceed four (4) employees. In recognition of his/her work schedule, each employee shall be credited with eight (8) hours (1 work day) on the first (1st) day of each calendar month.

E. **Traffic/Park and Main Street:** The Traffic/Park and Main Street unit shall not exceed six (6) police officers and two (2) Sergeants. Those employees shall be scheduled to work Monday through Friday or Tuesday through Saturday, with those selections made by seniority. These tours of duty shall be between the hours of 7:00 a.m. to 5:00 p.m. and 3:00 p.m. to 12:00 a.m. The duration of the work schedule and tour of duty shall be set for three (3) months at a time. The employee(s) working between the hours of 3:00 p.m. to 12:00 a.m. shall be entitled to the differential pay of the "C" line, as set forth in Article 19, Section 13.

In recognition of his/her work schedule, each employee shall be credited with eight (8) hours (1 work day) on the first (1st) day of each calendar month.

In the event there is a second (2nd) Sergeant, his/her work schedule and tour of duty shall be Tuesday through Saturday, between the hours of 3:00 p.m. to 2:00 a.m. The Sergeant working between the hours of 3:00 p.m. to 2:00 a.m. shall be entitled to the differential pay of the "C" line, as set forth in Article 19, Section 13.

With the addition of one (1) police officer assigned to the unit, the work schedule may include Sunday through Thursday. In that event, the Chief of Police shall canvass the unit for a volunteer to work Sunday through Thursday. An existing employee in the unit prior to July 10, 2006 may volunteer, with the approval of the Chief of Police, to the Sunday through Thursday work schedule. In the event there is more than one (1) volunteer, the selection shall be by seniority. In the event there is no volunteer, the additional employee shall work the Sunday

through Thursday work schedule. No existing employee in the unit prior to July 10, 2006, shall be required or assigned to the Sunday through Thursday work schedule.

F. **Neighborhood Recovery Unit (NRU)**: The NRU unit shall not exceed six (6) employees and one (1) supervisor. Those employees' work schedule and tour of duty shall be Tuesday through Saturday between the hours of 2:00 p.m. to 2:00 a.m. When working between these hours, the employees shall receive the differential pay of the "C" line, as set forth in Article 19, Section 13. In recognition of his/her work schedule, each employee shall be granted, one (1) day off, every eight (8) weeks, which shall be Tuesdays. This shall reflect a two hundred and fifty-four (254) day annual work schedule. In recognition of his/her work schedule, each employee shall be credited with eight (8) hours (1 work day) on the first (1st) day of each January. During the course of one (1) year, the employee will work a "C" line tour of duty at least sixty percent (60%) of the time.

If additional grants are received that would increase "C", "D", "E" and "F" above, higher than the maximum staffing above the level(s) set forth herein, the City and PBA will re-open the Agreement regarding the placement of the additional employee(s).

G. **Detective Sergeant**: The Detective Sergeant's work schedule and tour of duty shall be Monday through Friday from 8:00 a.m. to 4:00 p.m. for two (2) consecutive weeks and 3:30 p.m. to 11:30 p.m. for two (2) consecutive weeks, and repeat the cycle. When working the 3:30 p.m. to 11:30 p.m. tour of duty, he/she will receive the differential pay of the "C" line, as set forth in Article 19, Section 13.

In the event there is a second Detective Sergeant, he/she shall work the opposite tour of duty of the other Detective Sergeant as set forth herein.

In the event there are two (2) Detective Sergeants and they mutually agree to work a schedule other than the tours of duty set forth herein, and is approved by the Chief of Police or designee, they shall not be required to rotate. However, in the event the two (2) Detective Sergeants cannot mutually agree to a work schedule other than the tours of duty as set forth herein, they shall work the rotating schedule above.

H. **Detectives**: All employees shall rotate weekly on the following tours of duty:

1. Monday through Friday – 8:00 a.m. to 3:30 p.m., except Wednesdays, when the hours of work shall be 8:00 a.m. to 5:00 p.m. for meeting purposes. If there is no meeting, or the meeting ends prior to 5:00 p.m., the Detectives are dismissed.
2. Monday through Friday – 3:30 p.m. to 11:30 p.m. When working the 3:30 p.m. to 11:30 p.m. tour of duty, those employees shall receive the differential pay of the "C" line, as set forth in Article 19, Section 13.

An employee who is appointed as a Detective, on or after July 10, 2006, shall rotate weekly on the tours of duty set forth below. There shall only be one (1) Detective who shall work the following tours of duty:

1. Tuesday through Saturday – 8:00 a.m. to 3:30 p.m.
2. Tuesday through Saturday – 3:30 p.m. to 11:30 p.m. When working the 3:30 p.m. to 11:30 p.m. tour of duty, that employee shall receive the differential pay of the “C” line, as set forth in Article 19, Section 13.

No Detective, appointed prior to July 10, 2006, shall be required or assigned to work the Tuesday through Saturday work schedule set forth above. However, any of the current Detectives who are exempt from the foregoing, may volunteer, on a seniority basis based upon date of appointment as a Detective, to work the Tuesday through Saturday work schedule set forth above, with the approval of the Chief of Police. In the event more than one (1) Detective is appointed on or after July 10, 2006, the Detective working Tuesday through Saturday shall have the option of continuing to work that Tuesday through Saturday, or work the tours of duty set forth above.

I. **Juvenile Detectives:** There shall be a maximum of three (3) employees with the following tours of duty selected by seniority:

1. Monday through Friday - 9:00 a.m. to 5:00 p.m.
2. Monday through Friday - 8:00 a.m. to 3:30 p.m. for 1 week then Monday through Friday - 3:30 p.m. to 11:30 p.m. the following week and repeat the cycle.
3. Monday through Friday - 3:30 p.m. to 11:30 p.m. for 1 week then Monday through Friday - 8:00 a.m. to 3:30 p.m. the following week and repeat the cycle, except for Wednesday when they work 8:00 a.m. to 5:00 p.m. for meeting purposes.

The employee(s) working the 3:30 p.m. to 11:30 p.m. tour of duty shall receive the differential pay of the “C” line, as set forth in Article 19, Section 13.

J. **Evidence Detective:** That employee shall work 8:00 a.m. to 4:00 p.m., Monday through Friday.

K. **Administration:** The Lieutenant of Patrol, Administrative Lieutenant and/or Sergeant and Support Services Lieutenant and/or Sergeant shall work Monday through Friday. Their tours of duty shall be between 7:00 a.m. to 6:00 p.m. in an eight (8) consecutive hour block to allow for flexing by the individual as requested and as approved by the Chief of Police or designee.

L. **Lieutenant of Neighborhood Recovery, Community Policing, Traffic/Park and Main Street Units:** The Lieutenants’ work schedule and tour of duty shall be Monday through Friday either 8:00 a.m. to 4:00 p.m. or 4:00 p.m. to 12:00 a.m. to allow for flexing by the individual as requested and as approved by the Chief of Police or designee. When working the 4:00 p.m. to 12:00 a.m. tour of duty, they will receive the differential pay of the “C” line, as set forth in Article 19, Section 13.

M. **Task Force:** The hours and days of the work schedule are to be determined by the Task Force Supervisor. The Task Force assignment is limited to three (3) employees.

All employees in any special units described above, are voluntary assignments only.

If any employee leaves a unit to return to the patrol, he/she would lose his/her seniority pick until the bidding for the following year.

If there are insufficient numbers of employees who have volunteered for any position, then employees would be assigned by reverse seniority.

N. **Number of Employees in Patrol Units:**

- | | |
|--|-----------------------|
| 1. Overall for tours of duty minimum | 36 plus 9 supervisors |
| 2. Overall for the "B" line tour of duty minimum | 10 plus 2 supervisors |
| 3. Overall for the "C" line tour of duty minimum | 12 plus 3 supervisors |
| 4. Overall for the "A" line tour of duty minimum | 11 plus 3 supervisors |

Three (3) employees shall be allowed off each tour of duty. The three (3) employees off policy is for the purpose of taking compensatory time, holiday time, vacation time, or personal leave day(s). It shall not include an employee(s) who is on GML Section 207-c status, restricted duty, light duty, military leave, bereavement leave, jury duty, or sick leave. The procedure set forth below shall be used to provide for minimum staffing levels on each patrol tour of duty as follows:

<u>Tours of Duty</u>	<u>Minimum Staffing Levels</u>
"A" Line – 12:00 midnight to 8:00 a.m.	5
"B" Line – 8:00 a.m. to 4:00 p.m.	5
"C" Line – 4:00 p.m. to 12:00 midnight	5

The following procedure shall be used to provide for minimum staffing levels on each patrol tour of duty set forth above.

The Chief of Police or designee shall first (1st) canvass for volunteers by seniority from the employees who are working patrol on the preceding tour of duty.

In the event the canvass fails to obtain the required number of employees to meet the minimum staffing level for the succeeding tour of duty, the Chief of Police or designee shall canvass all employees, by order of seniority, assigned to the patrol tours of duty set forth above, which shall include the Community Policing, School Resource Officer(s), and Traffic/Park and Main Street and Neighborhood Recovery Unit assignments. Each employee shall provide the Chief of Police with a contact number and changes as they occur. The Chief of Police or designee shall, by seniority, canvass each employee on the list at the contact number provided, in order to determine whether the employee will volunteer to work the overtime. An employee who accepts the offer to work the overtime, or those who do not respond to the canvass, or refuse to accept to work the overtime, shall have his/her name placed at the end of the rotating overtime

distribution list. Each employee shall have five (5) minutes from the time the call was made to respond. In the event the employee does not respond as set forth herein, it shall be deemed a declination and his/her name shall be placed at the end of the rotating overtime distribution list. The Chief of Police or designee shall maintain a record of all overtime acceptances, no responses and declinations.

In the event the patrol tour of duty in question remains below minimum staffing as set forth above, the Chief of Police or designee shall then offer the opportunity to work overtime to all other employees not working the patrol tours of duty, by seniority within title, on a voluntary basis, in the following order:

1. Detectives
2. Sergeants
3. Lieutenants

In the event the canvassing to secure volunteers to fill the minimum staffing levels set forth above fails, then the least senior employee in patrol working the preceding tour of duty shall be ordered and required to work the overtime, which shall not exclude the Community Policing, School Resource Officer(s), Traffic/Park and Main Street or Neighborhood Recovery Unit assignments. No employee shall be ordered or required to work the overtime who has been working for sixteen (16) consecutive hours. An employee who has been ordered and required to work the overtime shall not be forced to work overtime to provide minimum staffing to a tour of duty until all other employees from that same tour of duty have been ordered and required to work overtime to meet the minimum staffing level set forth above.

The above shall be deemed waived in the event an official emergency has been declared by a public official duty authorized by law to make such declaration to provide public safety.

If squad shortages exist on Sunday or Monday, and the squad supervisor deems a need for supplemental manpower, then the Traffic Officer will be used. If the squad shortage exists on Tuesday through Saturday, and again the supervisor deems a need for manpower, then the supervisor will utilize a Community Policing Officer.

Patrol assignment while on Duty Incurred for minimum number of purposes only. The Chief of Police would make the replacement of the Duty Incurred person for minimum purposes while the person is actually out of work only.

Above minimums only direct the placement of the minimum levels. For the tour of duty numbers above, the minimum will be set by the Chief of Police at time of permanent tour of duty assignment. Within ninety (90) calendar days, the City or PBA can alter the placement of those extra officers. Once set, however, the tours of duty would remain as numbers of the remainder of the year. This number then can only be changed during the normal re-bid process.

If additional moneys are received from a source other than the City of Poughkeepsie which creates additional manpower, then the City would meet with the PBA to determine the tours of duty of the resulting manpower. The tours of duty would follow the guidelines of the

source proposal. The manpower used to staff these new positions would be members of the PBA.

O. **Duty Incurred:** Those on duty incurred would pick by seniority as proposed. However, during the time they are out, if a person is moved to cover their slot, again it will be done by seniority (within rank) only with the agreement of that employee. The opening will be posted and volunteers requested. Of the volunteers, the person selected will be by seniority. If there is no volunteer, then the reassignment would be by reverse seniority. The need to move will be determined by the Chief of Police or designee.

All of the tours of duty set forth above, including the eight and one-quarter (8.25) hours per day, further described in Article 19, Section 4 hereof, shall constitute the regular work period and shall not be subject to overtime.

The existing rule that overtime shall be interpreted as any time in excess of forty-one and one-quarter (41.25) hours per week, exclusive of cash holidays, shall remain unless any regular tour of duty requires an employee to work more than forty-one and one-quarter (41.25) hours per week in which case any regular tour of duty time in excess of forty-one and one-quarter (41.25) hours shall not be subject to overtime.

In the event an employee works less than forty-one and one-quarter (41.25) hours per week as part of the employee's regular tour of duty, the employee shall be entitled to overtime for any time in excess of the regular tour of duty hours.

Time worked in excess of forty-one and one-quarter (41.25) hours per week shall not be averaged with time worked less than forty-one and one-quarter (41.25) hours per week for overtime calculations.

SECTION 9. All employees shall be entitled to free parking at the City Hall underground lot if it is available to other employees or any City-owned lot while on duty. The Chief of Police shall be entitled to designate specific areas within a lot for employee parking. The City shall not displace employee parking with commercial parking.

SECTION 10. All terms and conditions of employment which by past practice, policy or procedure, which are not specifically provided for in this Agreement, shall remain in effect for the duration of this Agreement unless otherwise mutually agreed to be modified.

ARTICLE 11

CANINE UNIT

SECTION 1. The Chief of Police shall retain the sole discretion to select the dog(s) and police officer(s) who will serve as dog handler(s) in the Canine (K-9) unit from active members represented by the PBA. The Chief of Police or designee shall post any opening(s) or vacancy(ies) in the K-9 unit for at least fourteen (14) calendar days prior to any interview in order to provide time for volunteers who are interested to submit their requests to the Chief of Police or designee.

SECTION 2. To be eligible to serve as a member of the K-9 unit, the affected police officer(s) shall meet and maintain the eligibility requirements and abide by the rules and regulations set forth in the Manual attached hereto as Appendix "C". A member of the K-9 unit shall serve for a minimum period of four (4) years after completion of the initial training. The police officer(s) assigned to the K-9 unit shall remain eligible during this minimum period for all promotions. The K-9 police officer shall advise the Chief of Police at least one (1) year prior to the end of the minimum period set forth herein that he/she agrees to continue as a member of the K-9 unit for an additional two (2) years. Thereafter, the K-9 police officer shall advise the Chief of Police at least one (1) year prior to the end of his/her two (2) year commitment that he/she agrees to continue as a member of the K-9 Unit for an additional two (2) years.

SECTION 3. The Chief of Police shall have the sole discretion to relieve a K-9 police officer at any time based on documentation that the affected police officer is no longer meeting or maintaining the eligibility requirements of the attached Manual, violated the Department's Rules and Regulations which resulted in disciplinary action being taken and he/she was found guilty, or based on unsatisfactory performance, or upon request from the police officer(s) due to verified personal exigent circumstances, or the K-9 unit is disbanded, or the size of the K-9 unit is reduced. In that event, that police officer shall retain his/her rights regarding work schedules contained in this Agreement.

SECTION 4. In the event there are one (1) or two (2) police officers assigned to the K-9 unit, they shall be scheduled to work Tuesday through Saturday. In recognition of their work schedule, the K-9 police officers shall be granted one (1) day off every four (4) weeks, which shall be Tuesdays. This shall reflect a two hundred and forty-eight (248) day annual work schedule. The tour of duty shall be eight (8) consecutive hours between 6:00 p.m. to 6:00 a.m. The eight (8) hour block shall be the same hours during the K-9 police officers' workweek (i.e., 8:00 p.m. to 4:00 a.m. Tuesday through Saturday). The Chief of Police or designee, upon seven (7) or more calendar days notice to the K-9 police officer, may change the eight (8) hour starting and ending time block for the ensuing workweek(s), except in the event of a declared emergency pursuant to law. The change to the eight (8) hour block shall be the same hours during the K-9 police officers workweek (i.e., 6:00 p.m. to 2:00 a.m. Tuesday through Saturday). In the event there is more than one (1) K-9 police officer, the parties agree to meet and negotiate regarding assignment of the additional K-9 police officer(s) to a specific work schedule and starting and ending time of his/her tour of duty. However, in the event there is more than one (1) K-9 police officer, seniority within the K-9 unit shall prevail in the bidding of a tour of duty. The bidding process shall occur once a year as in the patrol assignment. The K-9 police officer shall be entitled to the pay of the "C" line as set forth in Article 19, Section 13. Sergeant Mark Vandewater shall be exempt from this Agreement and his work schedule shall remain as it currently exists and he shall not be guaranteed a new police dog in the future when his dog is retired.

SECTION 5. The police officer(s) assigned to the K-9 unit shall be entitled to the following:

- a. Four (4) hours per week of overtime payable at the rate of time and one half (1.5X) his/her regular rate of pay for the off duty care and maintenance of the dog and its facilities (i.e., K-9 vehicle, housing area,

feeding, grooming, etc.). The K-9 police officer(s) shall not train his/her assigned dog(s), wash or clean its take home police vehicle, nor perform any other police-related activities with or concerning his/her dog on "off duty" time in excess of the time compensated herein without the specific approval of the Chief of Police or designee. The City shall provide for all required and necessary training of the dog and such training shall be deemed as "on duty time".

Effective January 1, 2018, five (5) hours per week of overtime payable at the rate of time and one half (1.5X) his/her regular rate of pay for the off duty care and maintenance of the dog and its facilities (i.e., K-9 vehicle, housing area, feeding, grooming, etc.). The K-9 police officer(s) shall not train his/her assigned dog(s), wash or clean its take home police vehicle, nor perform any other police-related activities with or concerning his/her dog on "off duty" time in excess of the time compensated herein without the specific approval of the Chief of Police or designee. The City shall provide for all required and necessary training of the dog and such training shall be deemed as "on duty time".

- b. Regular and/or required veterinary services for the police dog(s) shall be scheduled during work hours, to the extent practical. In that event, the K-9 police officer shall be relieved from his/her tour of duty for the time required to fulfill this requirement. Thereafter, the K-9 police officer shall report back to work and finish his/her tour of duty. The K-9 police officer(s) shall not schedule veterinary services at times other than when they are scheduled "on duty" without approval of the Chief of Police or designee, except in emergencies. In that event, the K-9 police officer shall be paid overtime pursuant to this Agreement.
- c. In the event a K-9 police officer(s) is "called in" while off duty, he/she shall be compensated pursuant to this Agreement.
- d. Except to the extent herein, the K-9 police officer shall be entitled to all other terms and conditions of employment pursuant to this Agreement.

SECTION 6. The following expenses associated with the K-9 unit shall be provided by the City at no cost:

- a. The purchasing of the dog(s).
- b. A marked take home police vehicle for transporting the police dog, which shall remain the property of the City. The police vehicle shall contain a cage for the dog.
- c. A chain link fence for enclosing an area for the dog to live at the K-9 police officer's residence which, if feasible, shall remain the property of the City.

- d. A “dog house”, which shall remain the property of the City.
- e. Alternate kennel arrangements for housing the dog when the K-9 police officer is unavailable, or as otherwise becomes necessary (i.e., vacation, illness, etc.).
- f. All veterinary service(s) and related expenses for the care of the dog.
- g. All necessary and required equipment.
- h. All dog food.

SECTION 7. The City and the PBA agree that the police officer(s) assigned to the K-9 unit shall be considered “on duty” for the purposes of receiving General Municipal Law Section 207-c status and applying to the New York State Police and Fire Retirement System with respect to becoming disabled whenever that police officer is performing tasks necessary and reasonable involving the training, care and maintenance of the dog, regardless of where or when these tasks are performed.

SECTION 8. The City will defend and indemnify each police officer assigned to the K-9 unit for any injuries or damages caused by his/her dog which occurred or is claimed to have occurred in the performance of his/her duty during the period in which such officer(s) is or was assigned to the K-9 unit.

SECTION 9. All dogs purchased and provided to the K-9 unit shall remain property of the City until the retirement of the dog from the K-9 unit. At that time, the K-9 police officer assigned to that dog shall be offered the opportunity to purchase the dog from the City for the sum of one dollar (\$1.00) and, if purchased, shall become owner of the dog.

ARTICLE 12

CLOTHING ALLOWANCE

SECTION 1. Each employee shall maintain a uniform. Each new employee shall receive, without charge, “a complete issue” of uniforms and accessories. The following constitutes a “complete issue” of uniforms, accessories and equipment items as follows:

- 1 - Ballistic Vest
- 1 - Holster
- 1 - Duty Weapon
- 3 - Magazines
- 1 - OC Spray and Holder
- 8 - Patches
- 1 – Shirt Shield
- 1 – Hat Shield
- 1 – Photo Identification
- 1 - Tie

- 1 - Tie clasp "Poughkeepsie Police"
- 1 - Garrison Belt
- 1 - Duty Belt
- 1 Double Magazine Pouch
- 1 pair of handcuffs
- 1 handcuff case
- 1 - Night Stick
- 1 - Night Stick Holder
- 4 - Belt Keepers
- Range eye protection
- Range hearing protection
- 2 – Long Sleeve Uniform Shirts
- 2 – Short Sleeve Uniform Shirts
- 2 – Uniform Pants ¼ inch braid
- 1 – Eight point hat
- 1 – Winter Jacket
- 1 – Uniform Dress Blouse
- 1 – Black/Orange reversible raincoat and hat cover
- 1 – Riot Helmet
- 1 – NASI Reflective Vest

Items for Academy Recruits Only

- 2 – Academy Specific Long Sleeve Shirts
- 2 – Academy Specific Trousers
- 1 – Sweat Shirt
- 1 – Sweat Pants
- 1 – Sweat Shorts
- 1 – Pair of BDU pants
- 1 – Pair of Black Winter Gloves (if winter session)
- 1 – Black Knit Cap (if in winter session)
- 1 – Pair of Black lace low quarter shoes
- 1 – Pair of Black boots with shine on Tip and Heel

Items for K-9 Officers

- 3 Long Sleeve Shirts
- 3 Short Sleeve Shirts
- 3 Pairs of Pants
- 1 Baseball Cap
- 1 Nylon Gun Belt
- 1 Nylon Holster
- 1 Nylon Cuff Case

Items for Community Policing

- 1 Nylon Gun Belt
- 1 Nylon Holster
- 1 Nylon Cuff Case
- 1 Nylon Radio Holder

- 3 Long Sleeve Shirts
- 3 Short Sleeve Shirts
- 3 Pairs of Pants
- 1 Pair of Long Bicycle Pants
- 1 Pair of Bicycle Shorts
- 1 Bicycle Jacket
- 2 Baseball Hats
- 1 Bicycle Helmet

Items for Emergency Services Unit

- 1 Ballistic Helmet
- 3 BDU Long Sleeve Shirts
- 3 Pairs of Pants
- 1 Knee Protection
- 1 Vest
- 3 Short Sleeve Shirts
- 1 Eye Protection
- 1 Nylon Thigh Holster

In the calendar year subsequent to the year of the new employee's hire, the clothing allowance shall be paid as follows:

- a) if the employee started in the first (1st) quarter of the previous year, he/she will receive the full clothing allowance herein;
- b) if the employee started in the second (2nd) quarter, he/she will receive three-quarters (3/4's) of the clothing allowance herein;
- c) if the employee started in the third (3rd) quarter, he/she will receive one-half (1/2) of the clothing allowance herein; and
- d) if the employee started in the fourth (4th) quarter, he/she will receive one-quarter (1/4) of the clothing allowance herein.

In the second (2nd) full calendar year, and, thereafter, the employee shall receive an annual clothing allowance, as set forth below:

<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>
\$900.00	\$900.00	\$900.00	\$900.00
<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>
\$900.00	\$900.00	\$900.00	\$900.00

The payment shall be in a separate check and paid in two (2) equal installments in the first (1st) pay period of March and September.

An employee who is a Detective shall receive an annual clothing allowance, as set forth below.

<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>
\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00
<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>
\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00

The payment shall be in a separate check and paid in two (2) equal installments in the first (1st) pay period of March and September.

The amount to be paid shall be prorated based on the quarter in which initial appointment occurs. (Example; 1st quarter (January-March) 100%, 2nd quarter (April-June) 75%, etc.).

SECTION 2. The amount of the clothing allowance shall be pro-rated as follows if an employee is on General Municipal Law Section 207-c leave during the prior year:

- A) if on General Municipal Law Section 207-c leave for one (1) to one hundred eighty (180) days during prior calendar year - no proration;
- B) if on General Municipal Law Section 207-c leave for one hundred eighty-one (181) or more days during prior calendar year - pro-rated.

The following provides an illustration for payment:

- A) 179 days on General Municipal Law § 207-c leave - full clothing allowance
- B) 181 days on General Municipal Law § 207-c leave - 1/2 of the clothing allowance
- C) 240 days on General Municipal Law § 207-c leave - 1/3 of the clothing allowance
- D) 270 days on General Municipal Law § 207-c leave - 1/4 of the clothing allowance

The number of days of General Municipal Law Section 207-c leave in any calendar year need not be consecutive days or related to the same incident.

SECTION 3. The City shall pay a one (1) time payment to a newly appointed Detective(s), Sergeant(s) and/or Lieutenant(s) as follows:

	<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>
Detective(s)	\$375.00	\$375.00	\$375.00	\$375.00
Sergeant(s)	\$375.00	\$375.00	\$375.00	\$375.00
Lieutenant(s)	\$475.00	\$475.00	\$475.00	\$475.00
	<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>
Detective(s)	\$375.00	\$375.00	\$375.00	\$375.00
Sergeant(s)	\$375.00	\$375.00	\$375.00	\$375.00
Lieutenant(s)	\$475.00	\$475.00	\$475.00	\$475.00

SECTION 4. Each employee shall, simultaneously with his/her receipt of the clothing allowance amount in Section 1, execute a form to be provided by the City acknowledging receipt of the allowance and agreeing to utilize the allowance for the sole purpose of replacing or maintaining uniforms. A retiring employee shall receive such allowance on a prorated basis, as follows:

- A) Employees retiring between January 1 and March 31 shall receive twenty-five percent (25%);
- B) Employees retiring between April 1 and June 30 shall receive fifty percent (50%);
- C) Employees retiring between July 1 and September 30 shall receive seventy-five percent (75%); and
- D) Employees retiring between October 1 and December 31 shall receive one hundred percent (100%).

ARTICLE 13

VACATION

SECTION 1. Employees shall be entitled to vacation after having satisfactorily served in the Department for one (1) year, including periods of military service and disability during the first (1st) year of employment, in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation Amount</u>
After one (1) year	ten (10) work days;
After two (2) years	eleven (11) work days;
After three (3) years	twelve (12) work days;
After four (4) years	thirteen (13) work days;
After five (5) years	twenty (20) work days.

For the first five (5) years of employment, vacation will be credited on the employee's anniversary date. In the event the Chief of Police or designee feels that due to peculiarities of certain positions, it is to the advantage of the Department to permit an employee to take vacation prior to his/her anniversary date, the Chief of Police or designee may request approval, in writing, from the City Administrator. In such instance, the employee must have completed nine (9) months of service. After completion of five (5) years of service, an employee's vacation shall be credited on the first (1st) day of January of each year. (Example: Anniversary date is March 1st, credited on January 1st.)

SECTION 2. Each employee shall be entitled to twenty-five (25) work days' vacation in his/her final year of employment, on or after completion of twenty (20) years, prior to his/her retirement.

SECTION 3.

A. Seniority for the purpose of selecting vacation shall be based on seniority within rank. In the event the Department has more than one (1) employee performing similar duties, those employees will not take vacation at the same time to insure the efficient operation of the Department. However, seniority will be the determining factor granting vacation.

B. Vacations may be split into daily units, groups of days or weekly units (single or multiple), subject to the needs of the Department and approval of the Chief of Police or designee. Such approval shall not be unreasonably withheld.

SECTION 4. Each employee will submit his/her request for vacation during the first two (2) weeks of November to accommodate the ensuing calendar year's scheduling. Requests received on or after November 15th will not receive seniority status. The vacation schedule shall be finalized and posted in sufficient time to allow for advance payment of vacation pay. The vacation pay shall be paid in a separate check, with appropriate deductions being made pursuant to that employee's withholding allowance.

SECTION 5. The vacation schedule will be prepared by the Chief of Police or designee after consultation with the PBA, and wherever possible, will be scheduled over the calendar year.

SECTION 6. Each employee shall be paid for accumulated vacation:

1. upon retirement;
2. as a death benefit;
3. abolition of a position;
4. upon resignation after five (5) years of paid service; and
5. upon dismissal subject to the provisions of law.

SECTION 7. Each employee shall be allowed to augment his/her vacation time with compensatory time and/or holidays, subject to the approval of the Chief of Police or designee.

SECTION 8. In the event an employee does not elect to take his/her full vacation in one (1) calendar year, such employee will be permitted to accrue up to two (2) weeks of such vacation time to be used in the following year.

SECTION 9. With approval of the Chief of Police or designee, employees will be allowed to work their vacation and be compensated for such time at the rate of straight time.

SECTION 10. An employee who fails to return on the first (1st) working day after vacation shall not be paid for that day and all succeeding days unless he/she notifies the Chief of Police or designee, in writing, as to the reason for his/her inability to return to work. In the event the employee is not able to personally notify the Chief of Police or designee, he/she will designate someone to provide notification. If due to extenuating circumstances it is impossible for the employee or his/her designee to provide the notification, this factor will be taken into consideration when the employee does provide his/her reason for his/her inability to work.

SECTION 11. Subject to approval of the Chief of Police or designee, an employee who has been determined to be incapacitated to return to work and has no sick leave accumulation, may use his/her unused vacation leave accumulation for additional time to remain on payroll.

ARTICLE 14

HOLIDAYS

SECTION 1. The following shall be paid holidays:

- | | |
|---------------------------------------|----------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King, Jr.'s Birthday | 8. Columbus Day |
| 3. President's Day | 9. Veteran's Day |
| 4. Good Friday | 10. Thanksgiving |
| 5. Memorial Day | 11. Day after Thanksgiving |
| 6. Independence Day | 12. December 25th |

Effective January 1, 2017, the following shall be paid Holidays:

- | | |
|---------------------------------------|-------------------------------|
| 1. New Year's Day | 7. Columbus Day |
| 2. Martin Luther King, Jr.'s Birthday | 8. Election Day |
| 3. President's Day | 9. Veterans Day |
| 4. Memorial Day | 10. Thanksgiving |
| 5. Independence Day | 11. Day after Thanksgiving |
| 6. Labor Day | 12. December 25 th |

SECTION 2. Each employee who is required to work or is off duty for any authorized reason on any of the above holidays, shall receive upon his/her election within a period of two (2) years next following the holiday, compensation to be in the amount of a full day's pay, or compensatory time off.

SECTION 3. Each employee shall provide written notice of the above election to the Chief of Police or designee within the prescribed period, and the election of any compensatory time off shall be subject to his/her approval. Such approval shall not be unreasonably denied.

SECTION 4. Each employee shall be paid for all accumulated holiday time:

1. upon retirement;
2. as a death benefit;
3. abolition of a position;
4. upon resignation after five (5) years of paid service; and
5. upon dismissal subject to the provisions of law.

SECTION 5. Each employee who is required to work on the following named holidays, shall receive two times (2X) his/her rate of pay, plus an additional day's pay or eight (8) hours of compensatory time off, at the employee's option:

- 1/1/12
 1. Thanksgiving Day
 2. December 25th

- 1/1/13
 1. Thanksgiving Day
 2. December 25th

- 1/1/14
 1. Thanksgiving Day
 2. December 25th

- 1/1/15
 1. Thanksgiving Day
 2. December 25th

- 1/1/16
 1. Independence Day
 2. Thanksgiving Day
 3. December 25th

- 1/1/17
 1. Independence Day
 2. Thanksgiving Day
 3. December 25th

- 1/1/18
 1. Independence Day
 2. Thanksgiving Day
 3. December 25th

- 1/1/19
 1. Independence Day
 2. Thanksgiving Day
 3. December 25th

ARTICLE 15

PERSONAL LEAVE

SECTION 1. Each employee shall be entitled to three (3) days of personal leave per year with full pay. Each employee who has not used his/her personal leave days during the year, shall have the option of carrying forward, (for one (1) additional calendar year) each unused day(s), or place any unused day(s) into his/her sick leave accumulation.

SECTION 2. An employee who is granted a personal leave day shall not have that day canceled, except in the case of a declared emergency by a public official duly authorized to declare same, or except in case of so severe a shortage of personnel for a particular tour of duty, that the cancellation of said leave day is essential for the safety of the City and the other employees then working.

SECTION 3. Effective January 1, 2017 and each January 1st thereafter, each employee shall be credited with two (2) personal leave days for use with full pay in addition to the number of personal leave days set forth in Section 1 above. These days shall be identified as additional personal leave (APL), and used as set forth in Section 2. These personal leave days cannot be carried forward into the following year, or be placed into the employee's unused sick leave accumulation if unused at the end of each year.

Any new employee hired during the year shall be credited with these additional personal leave days as follows:

<u>Hired</u>	<u>Credited</u>
January 1 st through June 30 th	2 days
July 1 st through December 31 st	1 day

ARTICLE 16

JURY DUTY LEAVE

An employee serving on Jury Duty shall receive his/her regular pay as set forth below.

An employee who is noticed and required to appear for Jury Duty service outside of Dutchess County, including Grand Jury, shall be released with pay from his/her regularly scheduled tour of duty that calendar day without charge to any other paid leave (i.e., vacation, holiday, compensatory time and personal leave). This release shall not include a mutual tour of duty switch between employees.

The employee shall provide a copy of the appearance notice upon receipt, to the Chief of Police or designee.

The employee shall use the night before "call in" system, if available. The employee shall notify the Chief of Police or designee on whether or not he/she has to appear for Jury Duty for the following day, or is selected for jury service. In the event the employee is not required to report for Jury Duty, he/she shall report to his/her regularly scheduled tour of duty.

All fees paid to the employee for Jury Duty service, when released from his/her regularly scheduled tour of duty, shall be endorsed over to the City. On the day(s) an employee appears for jury duty service on his/her days off (pass days), he/she shall retain all fees paid.

Reimbursement from the court for mileage, tolls, parking shall be retained by the employee. If made available from the court, a record of attendance shall be provided to the Chief of Police or designee.

In the event an employee is noticed and selected to serve on a jury within his/her County of residence, including Grand Jury (State and Federal), the above will apply.

ARTICLE 17

SICK LEAVE

SECTION 1. Each employee shall be credited with eight (8) hours (1 work day) of sick leave on the first (1st) day of each calendar month (12 work days per year) without limitation to accumulation.

An employee must provide a minimum of one half (1/2) hour notice prior to the start of his/her tour of duty when sick leave is used. In the event the employee is not able to personally notify the Chief of Police or designee, he/she will designate someone to provide notification, or that may be contacted to determine the reason for the absence. In the event the employee fails to provide notification, that and all subsequent sick days will be without pay until such time notification is provided and accepted by the Chief of Police or designee. In the event the employee does not provide notification as set forth herein after three (3) working days, that employee moves to the bottom of the seniority list and if no notification is received after the

tenth (10th) working day, that employee shall be deemed to have resigned and will be removed from the roster.

An employee shall be entitled to use his/her sick or accumulated vacation time for his/her illness or illness to an immediate family member. The immediate family shall be defined as the spouse or children.

An employee, or in the event of death, his/her beneficiary or estate, as the case may be, shall be paid for all unused sick leave accumulation over one hundred and sixty-five (165) days, at the rate of pay in effect at that time.

Each employee will be entitled to one-half (1/2) accumulated and unused sick leave:

1. upon retirement;
2. as a death benefit;
3. abolition of a position;
4. upon resignation after five (5) years of service; and
5. upon dismissal subject to the provisions of law.

Such benefit is computed on the basis of the salary schedule in existence at the time of the occurrence of one (1) of these events. Each employee shall be paid for all unused sick leave days at the rate of pay in effect at the time of retirement, death or resignation after five (5) years of service or dismissal subject to the provisions of law as follows:

<u>Sick Leave Days</u>	<u>Percentage Paid</u>
1 - 165	50%
165 and above	60%

An employee who qualifies for sick leave pay incentive bonus shall receive one hundred percent (100%) payment for those days above one hundred and sixty-five (165) as set forth in Section 4 herein.

SECTION 2. Sick and vacation leave shall accrue while the employee is on paid sick leave.

SECTION 3. An employee who is out on sick leave for two (2) consecutive work days shall not be required to provide a physician's certificate upon return to work. However, the City reserves the right to have its designated physician visit the employee at his/her residence or hospital after the first (1st) or second (2nd) day to verify the employee's illness. An employee who is out on sick leave for three (3) or more consecutive workdays shall be required to submit a physician's certificate upon return to work to the Chief of Police or designee indicating the nature of the illness and that the employee can return to work. The employee shall not be permitted to return to work until such time as the physician's certificate is submitted. Any work days lost due to the failure to provide a physician's certificate will be without pay and not charged against the employee's sick leave accumulation.

Notwithstanding the above, the City agrees that it shall not provide or require the employee's physician to complete a Certificate of Physician or Health Provided for Restricted Duty Assessment Form.

SECTION 4. Each employee who has completed one (1) full calendar year of service shall be entitled to a sick leave pay incentive bonus increment payable on or before March 1st, following the completion of the calendar year for sick leave used the preceding calendar year, as follows:

<u>Sick Leave Used</u>	<u>Bonus Amount</u>			
	<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>
0 days	\$875.00	\$875.00	\$875.00	\$875.00
1 day	\$625.00	\$625.00	\$625.00	\$625.00
2-3 days	\$425.00	\$425.00	\$425.00	\$425.00
	<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>
0 days	\$875.00	\$875.00	\$875.00	\$875.00
1 day	\$625.00	\$625.00	\$625.00	\$625.00
2-3 days	\$425.00	\$425.00	\$425.00	\$425.00

In the event an employee has not completed a full calendar year of service, at the beginning of the next calendar year after his/her date of hire, then he/she shall be entitled to a sick leave pay incentive bonus as follows:

- If the employee started in the first (1st) quarter of the previous year, he/she will receive the full sick leave pay incentive bonus;
- If the employee started in the second (2nd) quarter, he/she will receive three-quarters (3/4's) of the sick leave pay incentive bonus;
- If the employee started in the third (3rd) quarter, he/she will receive one-half (1/2) of the sick leave pay incentive bonus; and
- If the employee started in the fourth (4th) quarter, he/she will receive one-quarter (1/4) of the sick leave pay incentive bonus.

SECTION 5. Each employee who qualifies for the sick leave pay incentive bonus as set forth in Section 4 herein, shall be credited with two (2) additional sick leave days for each year in which that employee qualified. Those unused incentive sick leave days, over one hundred and sixty-five (165) shall be paid at the rate of one hundred percent (100%) as set forth herein.

SECTION 6. Eligibility to receive the sick leave pay incentive bonus is limited to employees who have worked full-time for a full calendar year. Employees who have been out of work for any period of time on authorized General Municipal Law Section 207-c injury leave will not be eligible for the full sick leave pay incentive bonus. For those employees who have missed up to a cumulative total not exceeding eighty-two (82) days in any calendar year, and who still meet the sick days used for the sick leave pay incentive bonus payment, such bonus payment

will be pro-rated by dividing the number of work days missed by two hundred and fifty (250) and applying such percentage to the applicable bonus amount. Any employee who is out on authorized General Municipal Law Section 207-c leave for a cumulative total exceeding eighty-two (82) days in any calendar year will not be eligible for any portion of the sick leave pay incentive bonus.

SECTION 7. Notwithstanding the foregoing, an employee may return accumulated sick leave for additional contributions towards the premium cost of health insurance by the City as set forth in Article 20 - Insurance, Section 1(C).

SECTION 8. An employee who calls in sick or is out pursuant to General Municipal Law Section 207-c, may be called at his/her residence by the Department during that scheduled tour of duty.

SECTION 9. SICK LEAVE BANK

A. **Participation:** Employees are not required to contribute sick leave days to the sick bank. The sick leave bank is available for application to the Trustees by all employees.

B. **Sick Days Contribution:** The City shall contribute two (2) sick leave days to the sick leave bank upon the hiring of each new employee. Additionally, the City shall contribute thirty-five (35) sick leave days to the sick leave bank on January 1st of each year.

C. **Trustees:** The sick leave bank shall be administered by a committee of trustees consisting of two (2) administrators appointed by the City and two (2) employees appointed by the PBA, who shall act upon withdrawals and who may develop rules not inconsistent with this provision or Agreement. The decision of the trustees shall be final and binding; however, any applicant who has been denied sick leave bank days shall have the right to appeal for reconsideration to the Sick Leave Bank Committee of Trustees. In the event the appeal for reconsideration also denies all or a partial withdrawal from the sick leave bank, the affected employee shall not be entitled to file a grievance pursuant to Article 23 – Grievances and Arbitrations.

D. **Time Requirement:** An employee shall be entitled to apply to the Sick Leave Bank Committee of Trustees for withdrawal, after he/she has used twenty (20) sick leave days in a calendar year. In the event the employee does not have twenty (20) sick leave days, a combination of sick leave days, vacation, personal leave, holidays or compensatory time may be applied as designated by the employee to achieve twenty (20) days.

E. **Proof of Illness:** Medical proof of illness is required to be provided upon request of the Sick Leave Bank Committee of Trustees.

F. **Physicals:** The Sick Leave Bank Committee of Trustees may require an applicant to be examined by a physician selected by the trustees.

G. **Sick Leave Bank Trustees Approval:** Each instance of sick leave bank use must be approved by a majority of the trustees, and in the event of a tie, a fifth (5th) party, selected by the trustees will render a decision.

H. **Available Days/Hardship:** No participant shall draw more than one (1) year of sick leave for injury or sickness. New employees and hardship cases shall be reviewed by the Sick Leave Bank Committee of Trustees and exceptions in these cases may be made to the above at the discretion of the Trustees.

I. **Granting of Sick Leave Bank Days:** Sick leave bank days shall be granted only for the personal illness of the employee.

J. Nothing contained in this section shall cause any expense to the City.

ARTICLE 18

BEREAVEMENT LEAVE

SECTION 1. Each employee shall be entitled to five (5) work days with pay, without charge to any other paid leave, in the event of a death in the immediate family. The immediate family shall be defined to include spouse, son, daughter, father, mother, sister, brother, mother-in-law, father-in-law and grandparents. In the event an employee requires more than five (5) work days of bereavement leave, he/she shall be entitled to use his/her personal leave.

In the event of a death to a family member not defined above, the employee shall be entitled to use one (1) personal leave day.

ARTICLE 19

REMUNERATION

SECTION 1. BASE WAGE

Effective with the dates set forth herein, the Base Wage is as follows:

<u>Step</u>	<u>Years of Service</u>	<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>
1	Trainee Police Officer (a)	\$50,121	\$50,622	\$51,128
2	Starting Police Officer	\$51,812	\$52,330	\$52,853
3	After 1 Year Police Officer	\$55,531	\$56,086	\$56,647
4	After 2 Years Police Officer	\$58,301	\$58,884	\$59,473
5	After 3 Years Police Officer	\$61,158	\$61,770	\$62,388
6	After 4 Years Police Officer	\$64,800	\$65,448	\$66,102
7	After 5 Years Police Officer	\$70,740	\$71,447	\$72,161
	Detective (First 2 Years in Grade) (b)	\$74,984	\$75,734	\$76,491
	Detective (After 2 Years in Grade) (c)	\$77,234	\$78,006	\$78,786
	Sergeant(s) (d)	\$81,096	\$81,906	\$82,725

Administrative Sergeant(s) and Detective/Sergeant(s) (e)	\$85,151	\$86,001	\$86,861
Lieutenant(s) (f)	\$89,206	\$90,097	\$90,998
Detective Lieutenant(s) (g)	\$93,666	\$94,601	\$95,547

<u>Step</u>	<u>Years of Service</u>	<u>1/1/15</u>	<u>1/1/16</u>	<u>10/1/16</u>
1	Trainee Police Officer (a)	\$51,767	\$52,285	\$52,808
2	Starting Police Officer	\$53,514	\$54,049	\$54,589
3	After 1 Year Police Officer	\$57,355	\$57,929	\$58,508
4	After 2 Years Police Officer	\$60,216	\$60,818	\$61,426
5	After 3 Years Police Officer	\$63,168	\$63,800	\$64,438
6	After 4 Years Police Officer	\$66,928	\$67,597	\$68,273
7	After 5 Years Police Officer	\$73,063	\$73,794	\$74,532
	Detective (First 2 Years in Grade) (b)	\$77,447	\$78,222	\$79,004
	Detective (After 2 Years in Grade) (c)	\$79,770	\$80,569	\$81,374
	Sergeant(s) (d)	\$83,759	\$84,597	\$85,443
	Administrative Sergeant(s) and Detective/Sergeant(s) (e)	\$87,947	\$88,827	\$89,715
	Lieutenant(s) (f)	\$92,135	\$93,057	\$93,987
	Detective Lieutenant(s) (g)	\$96,742	\$97,710	\$98,687

<u>Step</u>	<u>Years of Service</u>	<u>1/1/17</u>	<u>10/1/17</u>	<u>1/1/18</u>
1	Trainee Police Officer (a)	\$53,336	\$53,869	\$54,408
2	Starting Police Officer	\$55,135	\$55,686	\$56,243
3	After 1 Year Police Officer	\$59,093	\$59,684	\$60,281
4	After 2 Years Police Officer	\$62,040	\$62,660	\$63,287
5	After 3 Years Police Officer	\$65,082	\$65,733	\$66,390
6	After 4 Years Police Officer	\$68,956	\$69,646	\$70,342
7	After 5 Years Police Officer	\$75,277	\$76,030	\$76,790
	Detective (First 2 Years in Grade) (b)	\$79,794	\$80,592	\$81,397
	Detective (After 2 Years in Grade) (c)	\$82,188	\$83,010	\$83,839
	Sergeant(s) (d)	\$86,297	\$87,161	\$88,031
	Administrative Sergeant(s) and Detective/Sergeant(s) (e)	\$90,612	\$91,519	\$92,433
	Lieutenant(s) (f)	\$94,927	\$95,877	\$96,834
	Detective Lieutenant(s) (g)	\$99,673	\$100,671	\$101,676

<u>Step</u>	<u>Years of Service</u>	<u>10/1/18</u>	<u>1/1/19</u>	<u>10/1/19</u>
1	Trainee Police Officer (a)	\$54,952	\$55,502	\$56,612
2	Starting Police Officer	\$56,805	\$57,373	\$58,520
3	After 1 Year Police Officer	\$60,884	\$61,493	\$62,723
4	After 2 Years Police Officer	\$63,920	\$64,559	\$65,850
5	After 3 Years Police Officer	\$67,054	\$67,725	\$69,080
6	After 4 Years Police Officer	\$71,045	\$71,755	\$73,190
7	After 5 Years Police Officer	\$77,558	\$78,334	\$79,901
	Detective (First 2 Years in Grade) (b)	\$82,211	\$83,034	\$84,695
	Detective (After 2 Years in Grade) (c)	\$84,677	\$85,525	\$87,236

Sergeant(s) (d)	\$88,911	\$89,801	\$91,598
Administrative Sergeant(s) and Detective/Sergeant(s) (e)	\$93,357	\$94,291	\$96,178
Lieutenant(s) (f)	\$97,802	\$98,781	\$100,758
Detective Lieutenant(s) (g)	\$102,693	\$103,720	\$105,796

- (a) The Trainee Base Wage shall be paid to all new employees who are uncertified and need to attend the Bureau of Municipal Police Training Council (BMPTC) Academy. It is agreed and understood that the Trainee Base Wage shall only be paid during the employees' first sixteen (16) weeks of employment, at which time they shall be paid at the Step 2 Base Wage.
- (b) The Detective(s) shall be paid a Base Wage which reflects a six percent (6%) differential over and above a Step 7 Police Officer.
- (c) The Detective(s) shall be paid a Base Wage which reflects a three percent (3%) differential over and above a Detective in First 2 Years in Grade Base Wage.
- (d) The Sergeant(s) shall be paid a Base Wage which reflects a five percent (5%) differential over and above Detective After 2 Years in Grade Base Wage.
- (e) The Administrative Sergeant(s) and Detective/Sergeant(s) shall be paid a Base Wage which reflects a five percent (5%) differential over and above a Sergeant.
- (f) The Lieutenant(s) shall be paid a Base Wage which reflects a ten percent (10%) differential over and above a Sergeant.
- (g) The Detective/Lieutenant(s) shall be paid a Base Wage which reflects a ten percent (10%) differential over and above an Administrative Sergeant(s) and Detective/Sergeant(s).
- (h) All employees in the Neighborhood Recovery Unit (NRU), shall be paid a Base Wage of two percent (2%) above Step 7 as set forth above based on the date the employee starts and remains in the unit.

SECTION 2. LONGEVITY

Each employee shall be entitled to longevity payments in accordance with the following schedule. Longevity shall be paid on a pro rata basis during the year in which the employee reaches his/her seventh (7th), tenth (10th), fifteenth (15th) or eighteenth (18th) year of service, as follows:

<u>Years of Service</u>	<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>
Start 7 th through 9 th	\$1,075.00	\$1,075.00	\$1,075.00	\$1,075.00
Start 10 th through 14 th	\$1,675.00	\$1,675.00	\$1,675.00	\$1,675.00
Start 15 th through 17 th	\$2,550.00	\$2,550.00	\$2,550.00	\$2,550.00
Start 18 th and Above	\$3,450.00	\$3,450.00	\$3,450.00	\$3,450.00

<u>Years of Service</u>	<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>
Start 7 th through 9 th	\$1,075.00	\$1,075.00	\$1,075.00	\$1,075.00
Start 10 th through 14 th	\$1,675.00	\$1,675.00	\$1,675.00	\$1,675.00
Start 15 th through 17 th	\$2,550.00	\$2,550.00	\$2,550.00	\$2,550.00
Start 18 th and Above	\$3,450.00	\$3,450.00	\$3,450.00	\$3,450.00

SECTION 3. OUT OF TITLE WORK

Any employee assigned to a higher rank and/or title for a period of two (2) consecutive weeks that is non-cumulative, or longer, such as a substitute for a superior officer out sick or incapacitated, shall be paid at the rate of the higher rank and/or title from the first (1st) day of assignment. This section shall not apply to occasional assignments to a higher rank for short periods of time or to cover for vacation periods.

SECTION 4. OVERTIME

All employees shall be paid overtime, except as set forth below regarding reporting prior to the start of a tour of duty, at the rate of time and one-half (1.5X) for all hours over eight (8) hours in any scheduled workday, workweek, regularly scheduled day off, or forty (40) hours in any workweek. At the employee's option, he/she may select compensatory time in lieu of overtime payment, which shall be accumulated in the same manner set forth herein. The employee shall notify the Chief of Police or designee of his/her election of receiving pay or compensatory time on each occasion worked. In the event no election is made, the employee shall be paid for the overtime worked. All paid leave, such as, but not limited to, sick, personal, vacation, compensatory time off, etc., shall constitute time worked towards the calculation of overtime. The calculation of overtime shall also include, but not be limited to, Base Wage, longevity, differential pay, college degree payment and foreign language incentive.

The City agrees to pay all employees at the employee's applicable hourly rate based on his/her work schedule, for all time actually worked (e.g., work 5 minutes, paid for 5 minutes, etc.).

The actual hours of the tours of duty shall be:

<u>Tour of Duty</u>	<u>Police Officers</u>	<u>Supervisors</u>
"B" Line - 8:00 a.m. to 4:00 p.m.	7:45 a.m. - 4:00 p.m.	7:30 a.m. - 3:45 p.m.
"C" Line - 4:00 p.m. to 12:00 midnight	3:45 p.m. - 12:00 a.m.	3:30 p.m. - 11:45 p.m.
"A" Line - 12:00 midnight to 8:00 a.m.	11:45 p.m. - 8:00 a.m.	11:30 p.m. - 7:45 a.m.

Each employee in Patrol, Neighborhood Recovery Unit, Community Policing, Traffic and School Resource Officer(s), shall report one-quarter (1/4) hour (15 minutes) prior to the start of his/her respective tour of duty, which shall be paid at that employee's straight time hourly rate of pay when actually worked.

In the event an employee is working overtime, he/she shall continue to be paid overtime when reporting to the start of his/her respective tour of duty, but shall not receive the straight time hourly rate of pay.

**SECTION 5. COURT, HEARINGS, GRAND JURY AND TRIAL
COMMISSION APPEARANCES**

Time accrued while an employee is making required appearances before:

- A. a Court; or
- B. a hearing; or
- C. a Grand Jury; or
- D. the Trial Commission in defense of a disciplinary proceeding brought against such employee (provided the Trial Commission acquits such employee on all charges) shall be considered in the computation of overtime as set forth in Section 4 of this Article.

The minimum compensation for any such appearance shall be four (4) hours.

An employee who is required to make an appearance before:

- A. a Court; or
- B. a hearing; or
- C. a Grand Jury; or
- D. the Trial Commission in defense of a disciplinary proceeding brought against such employee (provided the Trial Commission acquits such employee on all charges) or at related court conferences, hearings, meetings or proceedings, whether or not subpoenaed shall be compensated only for the time actually worked, and not for four (4) hours minimum as set forth above, if said appearance begins up to two (2) hours either before a tour of duty begins or after a tour of duty ends.

In the event said appearance begins and ends prior to the beginning of the employee's tour of duty, then at the employee's option he/she shall report to work immediately after the appearance ends if he/she wishes to be paid for the time between the end of the appearance and the beginning of the tour of duty. In the event said appearance is scheduled to begin after the end of the employee's tour of duty, then at the employee's option he/she shall remain on duty until the appearance begins and remain on duty until the appearance ends if he/she wishes to be paid for the time between the end of the tour of duty and the beginning of the appearance.

SECTION 6. MEAL ALLOWANCE

A. When an employee actually works four (4) or more consecutive hours overtime, he/she shall be entitled to a meal allowance as follows:

<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>
\$10.00	\$10.00	\$10.00	\$10.00

<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>
\$10.00	\$10.00	\$10.00	\$10.00

When an employee actually works more than eight (8) consecutive hours overtime, he/she shall be entitled to an additional meal allowance as follows:

<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>
\$10.00	\$10.00	\$10.00	\$10.00

<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>
\$10.00	\$10.00	\$10.00	\$10.00

B. When an employee is away from the City on Department business, he/she shall be afforded the following meal allowance upon presentation of a receipt up to the maximum amounts for each meal, as follows:

	<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>
Breakfast	\$14.00	\$14.00	\$14.00	\$14.00
Lunch	\$18.00	\$18.00	\$18.00	\$18.00
Dinner	\$26.00	\$26.00	\$26.00	\$26.00

	<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>
Breakfast	\$14.00	\$14.00	\$14.00	\$14.00
Lunch	\$18.00	\$18.00	\$18.00	\$18.00
Dinner	\$26.00	\$26.00	\$26.00	\$26.00

SECTION 7. LUMP SUM PAYMENTS

When an employee becomes entitled to the payment of a lump sum by virtue of retirement, resignation, or otherwise, such payment shall be made to him/her within thirty (30) calendar days of the date of separation. In the event payment is not made as prescribed, interest shall be paid at the maximum rate provided by law.

SECTION 8. STAND-BY

A. Employees placed in a stand-by status shall be compensated at the rate of one-third (1/3) hour pay for each hour, or part thereof, while on standby. This subsection shall not apply to the Detective Bureau.

B. A Detective on Stand-By shall be paid as set forth below:

<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>
\$250.00/wk	\$250.00/wk	\$250.00/wk	\$250.00/wk

<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>
\$250.00/wk	\$250.00/wk	\$250.00/wk	\$250.00/wk

When a Detective is on stand-by and he/she is called back to duty, or when an employee is called back to duty, he/she will receive a minimum of four (4) hours overtime at time and one-half (1.5X) in either compensatory time or pay.

SECTION 9. APPORTIONMENT OF OVERTIME

Overtime assignments, except for minimum staffing overtime, as set forth in Article 10 – Working Conditions – Section 8(N), when available, shall be equally apportioned among the various employees, within a given rank, the purpose being to insure that all employees will be able to obtain his/her fair share of overtime and compensation. Unless an official emergency has been declared by a public official duly authorized by law to make such declaration, every employee contacted to work overtime has the right to refuse the same without giving any reason therefore.

SECTION 10. FUNERAL EXPENSES

The City shall pay all reasonable funeral expenses incurred by the family of an employee who dies in the line or performance of duty, up to a maximum of five thousand dollars (\$5,000.00).

SECTION 11. MILEAGE ALLOWANCE

The allowance for an employee using his/her personal vehicle in his/her care, custody or control and not owned or leased by the City, while on City business shall be reimbursed at the IRS rate as measured by the odometer in the vehicle being used.

SECTION 12. 457 PLAN

The City shall provide a qualified 457 Plan for any employee who elects to have funds withdrawn from his/her paycheck and placed in the Plan. In the event the State of New York either no longer provides or makes available the Plan, the City shall not be obligated to provide an alternative.

SECTION 13. DIFFERENTIAL PAY

The City shall pay a differential for working as follows:

	<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>
“A” Line – 12:00 midnight to 8:00 a.m.	\$60.00/wk	\$60.00/wk	\$60.00/wk	\$60.00/wk
“C” Line – 4:00 p.m. to 12:00 midnight	\$65.00/wk	\$65.00/wk	\$65.00/wk	\$65.00/wk
	<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>
“A” Line – 12:00 midnight to 8:00 a.m.	\$60.00/wk	\$60.00/wk	\$60.00/wk	\$60.00/wk
“C” Line – 4:00 p.m. to 12:00 midnight	\$65.00/wk	\$65.00/wk	\$65.00/wk	\$65.00/wk

The employee shall be paid differential pay when out on sick leave, personal leave, holiday, vacation or compensatory time off. An employee who is out injured and/or ill pursuant to Section 207-c of the General Municipal Law shall not receive the differential pay.

The differential pay shall be included in the employee's overtime calculation as part of his/her Base Wage, for all hours worked. The overtime pay shall be calculated on the differential rate of pay at the time the overtime hours are worked as follows:

	<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>
"A" Line – 12:00 midnight to 8:00 a.m.	\$2.23/hr	\$2.23/hr	\$2.23/hr	\$2.23/hr
"C" Line – 4:00 p.m. to 12:00 midnight	\$2.42/hr	\$2.42/hr	\$2.42/hr	\$2.42/hr
	<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>
"A" Line – 12:00 midnight to 8:00 a.m.	\$2.23/hr	\$2.23/hr	\$2.23/hr	\$2.23/hr
"C" Line – 4:00 p.m. to 12:00 midnight	\$2.42/hr	\$2.42/hr	\$2.42/hr	\$2.42/hr

SECTION 14. SPECIAL UNITS, ASSIGNMENTS AND EMERGENCY MEDICAL TECHNICIAN PAYMENTS

The City shall pay each certified employee, the additional amount set forth below, each year, to be added to his/her Base Wage, prorated in equal payroll amounts, and included in the overtime calculation, for specialized training and certification as follows:

	<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>
Emergency Services Unit (ESU)*	\$750.00	\$750.00	\$750.00	\$750.00
Certified Crime Scene Technician (CST) or Certified Accident Reconstructionist	\$750.00	\$750.00	\$750.00	\$750.00
Certified Field Training Officer (FTO) or assigned Police Officer by the Chief of Police or designee	\$35.00 for each tour of duty or part thereof when performing this training			
	<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>
Emergency Services Unit (ESU)*	\$750.00	\$750.00	\$750.00	\$750.00
Certified Crime Scene Technician (CST) or Certified Accident Reconstructionist	\$750.00	\$750.00	\$750.00	\$750.00
Certified Field Training Officer (FTO) or assigned Police Officer by the Chief of Police or designee	\$35.00 for each tour of duty or part thereof when performing this training.			

* This shall also include any employee who is a Sniper, Crisis Negotiator or Emergency Medical Technician (EMT).

In the event an employee has more than one (1) specialized training or certification, he/she shall be paid, except for the Field Training Officer (FTO), for fifty percent (50%) of the above amounts for each additional specialized training or certification (e.g., January 1, 2012, a member of the ESU and is a CST, paid a total of \$750.00).

An employee shall not be paid the above amount(s) for any of the specialized training and/or certification(s) set forth above unless that specialized training and/or certification(s) was obtained through the Police Department, and/or as approved by the Chief of Police or designee.

An employee being paid for specialized training and/or certification(s) shall be required to render services consistent with his/her specialized training and/or certification(s). An employee who no longer agrees to render his/her services consistent with his/her specialized training and/or certification(s), shall provide a minimum of thirty (30) calendar days written notice to the Chief of Police. The employee shall continue to render his/her specialized training and/or certification(s) during the notice period, unless relieved earlier by the Chief of Police or designee. At that time, the employee shall no longer be required to render his/her services consistent with his/her specialized training and/or certification(s), and shall no longer be paid the additional amount set forth above. The Chief of Police shall notify the PBA President, in writing, of any changes to Appendix "D" attached hereto and made a part of this Agreement as they occur.

In the event the Chief of Police determines that an employee has not demonstrated proficiency and basic ability in his/her specialized training and/or certification(s), the Chief of Police shall provide that employee, in writing, where specifically he/she has not demonstrated proficiency and basic ability was not performed, and identify what corrective measure(s) are to be taken by the employee of his/her specialized training and/or certification(s). Thereafter, and in the event the Chief of Police determines the employee has not taken the corrective measure(s) identified in writing by the Chief of Police, or on successive use(s) did not demonstrate proficiency and basic ability in his/her specialized training and/or certification(s), the Chief of Police may suspend/remove that employee from using his/her specialized training and/or certification(s). At that time, the payment for specialized training and/or certification(s) shall be discontinued the first (1st) full pay period following the date of suspension/removal from using the specialized training and/or certification(s). In that event, the PBA retains the right to file directly for arbitration pursuant to Article 23 – Grievances and Arbitrations, Section 2 – Grievance Procedure, Step 3 – Arbitration. The affected employee(s) shall remain suspended/removed and not be paid for his/her specialized training and/or certification(s) during the period of suspension. At the grievance arbitration, the burden of proof shall be on the City to support the Chief of Police's position warranting the suspension/removal of the affected employee that he/she did not demonstrate proficiency and basic ability in his/her specialized training and/or certification(s), including the corrective measure(s) identified in writing by the Chief of Police. In this event only, the expense of initiating arbitration by the American Arbitration Association (AAA), and all fees and expenses of the arbitrator, shall be paid by the City.

SECTION 15 NEIGHBORHOOD RECOVERY UNIT

Effective January 1, 2017, all Detectives and employees assigned to the Neighborhood Recovery Unit (NRU), shall be issued a cell phone, at no cost to the employee, for official Police Department use only.

ARTICLE 20

EDUCATIONAL AND TUITION PAYMENT AND REIMBURSEMENT

SECTION 1.

The City shall encourage education for the improvement of the professional capabilities of its employees. The City shall pay sixty percent (60%) of the cost of all tuition and instructional materials upon registration in the college level courses leading to a degree from an accredited college related to the employee's job, and that upon the successful completion of the courses, which shall include electives in pursuit of a degree, the employee shall be reimbursed for the remaining forty percent (40%) of such costs, except that in the event that the employee fails for any reason to successfully complete the course, the City shall be entitled to reimbursement for all its expenditures made herein. "Cost" as used above refers to actual out-of-pocket expenditures incurred by the employee. Any funding received by, or on behalf of, the employee shall be deducted in computing "cost".

Further, an employee shall:

- i make application for aid from the TAP Program of New York State;
- ii consult with the Financial Aid Office of the school in which the employee is enrolled to determine available assistance; and
- iii make application for such aid as may be recommended by the Financial Aid Office.

B. In the event the employee leaves the Department for any reason, except death or disability, within two (2) years from his/her date of hire, the employee must reimburse the City for all education costs expended by the City on behalf of the employee under this Section.

SECTION 2.

Recognizing the importance of education, the City shall pay those employees with a degree the following amounts each year in addition to their annual Base Wage and included in the employee's overtime calculation:

	<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>
For an Associate's Degree	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
For a Bachelor's Degree	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00
	<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>
For an Associate's Degree	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
For a Bachelor's Degree	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00

The City shall pay each employee the additional amount set forth below, each year, to be added to his/her Base Wage, prorated in equal payroll amounts, and included in the overtime calculation, for being proficient in a foreign language relevant to the community. The City shall have the sole right to determine which language(s) qualifies. The City, or its designee, shall advise the employees of the language(s) it has determined to qualify for payment, and changes as they occur.

<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>
\$2,250.00	\$2,250.00	\$2,250.00	\$2,250.00
<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>
\$2,250.00	\$2,250.00	\$2,250.00	\$2,250.00

The foreign language incentive will be paid for satisfactory completion of a language test or re-certification as approved by the Chief of Police. The employee must submit the application for foreign language incentive pay to the Chief of Police or designee for processing. The foreign incentive pay shall be effective upon being deemed proficient in the foreign language determined by the City. However, if an employee shall apply for the foreign language incentive pay and is not tested within three (3) weeks of the receipt of the application submitted to the Chief of Police or designee, and is found to be proficient upon passing of the exam, the incentive pay shall be paid retroactive to the date three (3) weeks from the Chief of Police designee's receipt of the application.

The incentive pay shall continue unless and until the employee fails the re-certification proficiency exam to be held as described below.

To be eligible for the foreign language incentive pay, that employee must be able to demonstrate his/her proficiency, and basic ability to:

- A) communicate in the relevant foreign language,
- B) interact with the public in the relevant foreign language, and
- C) conduct routine police activities in the relevant foreign language.

The foreign language exam shall consist of a written and/or oral part, to be held at a facility designated by the Chief of Police or designee. Each employee shall be allowed to be examined while on duty, when possible. If an employee is unable to be scheduled during on duty hours, that employee will not receive compensation for participation in the exam outside of his/her scheduled tour of duty. The City shall bear the entire cost of the initial exam, as well as re-certifications. In the event an employee is found not to be proficient, he/she shall be responsible for the costs of all subsequent exams. An employee who is found not to be proficient on his/her initial exam, or re-certification exam, shall only be allowed to re-examine once every six (6) months, subject to the availability of the examiner.

All employees shall have to participate in a re-certification exam, which will be every three (3) years and held the last two (2) weeks of April each year. All employees who receive their initial certification on or after January 1st will hold their certification until May of the following year.

Any employee who has not taken or been deemed proficient in a foreign language, shall not be assigned to or required to use those language skills at work, provided that any employee whose personal judgment indicates that using that language is appropriate to the safe and expeditious handling of police business, should be willing to do so. There shall be no discipline imposed on that employee for differences in the exercise of such judgment.

SECTION 3. An employee who leaves within three (3) years of completing a course(s), for an Associate's Degree or higher, shall reimburse the City for all tuition fees and expenses, books, and materials paid to the employee, except if he/she retires with twenty (20) years of service or receives a disability retirement. The payment shall be made by the employee through a check made payable to the City and/or through deducting or returning of accumulated paid leave (i.e., holiday, personal leave, vacation, etc.) representing the amount due, in the employee's last pay period.

ARTICLE 21

INSURANCE

SECTION 1. HEALTH INSURANCE

A. The City shall provide and pay for full health insurance which shall cover each employee, his or her spouse, and all eligible dependents covered by the plan selected by the employee from the following providers:

- i. Mohawk Valley Physicians Health Plan (MVP)
- ii. New York State Insurance Plan (NYSHIP Empire Plan – Core Plus Medical and Enhancements Plan)

The City will offer employees plans of hospitalization and major medical benefits through providers listed above. The City shall continue to provide drug card coverage comparable to the drug card coverage in effect on December 31, 1990. The City shall continue to provide a drug card pursuant to the New York State Health Insurance Plan (NYSHIP Empire Plan – Core Plus Medical and Enhancement Plan). Included in the plan is a \$5.00 co-pay for generic drugs and for non-generic drugs where no generic equivalent exists. If an employee elects the MVP Plan, the co-pays shall be as follows:

		<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>
MVP	Office Visit	\$20.00	\$20.00	\$20.00
	Rx Generic	\$ 5.00	\$ 5.00	\$ 5.00
	Brand Name	\$20.00	\$20.00	\$20.00
		<u>1/1/15</u>	<u>1/1/16</u>	<u>1/1/17</u>
MVP	Office Visit	\$20.00	\$20.00	\$20.00
	Rx Generic	\$ 5.00	\$ 5.00	\$ 5.00
	Brand Name	\$20.00	\$20.00	\$20.00

		<u>1/1/18</u>	<u>1/1/19</u>
MVP	Office Visit	\$20.00	\$20.00
	Rx Generic	\$ 5.00	\$ 5.00
	Brand Name	\$20.00	\$20.00

Effective June 8, 2018, all employees covered by the NYSHIP Empire Plan – Core Plus Medical Enhancements Plan shall be entitled to reimbursement of prescription co-pays in excess of five dollars (\$5.00) for a thirty (30) day supply, or for each prescription if less than a thirty (30) day supply upon the doctor's verification that the use of the prescription in less than thirty (30) days is not out of the ordinary for generic and/or non-generic drugs, where no generic equivalent exists. The employee shall submit paid receipts to the person designated by the City, by written notice from the City Administrator or Corporation Counsel to the PBA President by June 20, 2015. The employee shall sign and date the attached Certification form annexed hereto as Appendix "D", and made a part of this Agreement, to the paid receipts submitted.

Effective December 21, 2015, the five dollar (\$5.00) reimbursement for generic and non-generic drugs, where no generic equivalent exists, for each thirty (30) day supply of drugs, shall be made even if the employee purchases the drug in multiples of a thirty (30) day supply (e.g.: If a 90 day supply costs the employee \$40.00, \$25.00 will be reimbursed, with the employee paying \$5.00 for each 30 day supply). However, in no event shall the total reimbursement for multiple thirty (30) day supplies exceed the amount the employee would have received on each thirty (30) day supply.

Receipts for prescription drugs may be submitted on the first (1st) of each calendar month, commencing July 1, 2015. Reimbursement shall be made retroactive to May 1, 2013. All receipts for payments made from May 1, 2013 to the date shall be submitted to the City by September 1, 2015. All receipts for payments made after June 8, 2015 shall be submitted to the City within sixty (60) calendar days of the payment made.

All employees shall, if they choose, redact from the receipt any information identifying the nature of the medical condition treated, including but not limited to the name and address of the medical provider. The name of the patient, date of service, prescription name and amount of payment made shall not be redacted from the receipt.

Reimbursement shall be made by the City to all employees within sixty (60) calendar days of receipt of the paid receipt from the employee, by separate check.

The person designated by the City to receive the receipts and make payment shall keep all information, other than amounts paid, confidential, and the City shall not utilize the information to take any personnel action against the employee(s), except if it relates to alleged falsification or fraudulent action with respect to submission of the receipts. All receipts and documentation relating to the payment shall be maintained in a file separate from all other City files, including the employees' personnel file, and secured from entry by any other person.

An employee hired after December 31, 1989 shall pay twenty percent (20%) of such health insurance premium. An employee hired after December 31, 1989 who accumulates and maintains eighty-five (85) sick leave days or more shall receive one hundred percent (100%) of

the individual or dependent health insurance premium paid by the City, until such sick leave accumulation falls below the eighty-five (85) days. An employee who has earned sick leave incentive day(s) shall have those day(s) applied towards the eighty-five (85) day accumulation requirement set forth herein. The determination of premium payment shall be made on the first (1st) calendar day of the upcoming month.

B. An employee who opts out of the health insurance coverage provided for by the City, shall be paid, upon demonstration that other health insurance is in effect, as follows:

<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>	<u>1/1/16</u>
35%	35%	35%	35%	35%
of premium	of premium	of premium	of premium	of premium
<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>		
25%	25%	25%		
of premium	of premium	of premium		

**The above amounts shall be computed by applying the New York State Health Insurance Plan premium cost of the individual or family coverage (NYSHIP Empire Plan – Core Plus Medical Enhancements Plan), and shall be paid in the first (1st) pay period following each calendar quarter, or pro-rated based on the period of time not receiving health insurance.

Effective January 1, 2017, the above amounts shall be computed by applying the New York State Health Insurance Plan premium cost of the individual coverage (NYSHIP Empire Plan-Core Plus Medical Enhancements Plan), and shall be paid in the first (1st) pay period following each calendar quarter, or pro-rated based on the period of time not receiving health insurance

C. **Health Insurance on Retirement:**

An employee who retires shall be provided with the same level of benefits contained in the Core Plus Medical and Psychiatric Enhancements Plan as described in the New York State Insurance Plan (known as the Empire Plan) provided to active employees. The City shall contribute towards the premium cost of 75% for individual and, two (2) person, if available, and 50% for dependent coverage without returning any sick leave accumulation, and/or final years Holiday (maximum 24 days), and/or final year vacation, and/or personal leave in the last year, including any carryover, for a maximum of six (6) days, based on the premium cost, paid of the plans in Section 1 herein. The City shall provide additional contribution towards the premium cost of health insurance based on the following schedule for the return of sick leave accumulation, Holiday, vacation and/or personal leave as set forth herein:

<u>Sick Leave, Holiday, Vacation and/or Personal Leave Days</u>	<u>Percent of Health Insurance Premium Paid by the City</u>	
	<u>Individual or 2 Person</u>	<u>Dependent*</u>
100-113	80%	60%
114-130	85%	65%

131-145	90%	70%
146-164	95%	75%
165	100%	80%

*The dependent percentage paid by the City is the difference from the individual or two (2) person premium paid (e.g., return 165 days and the individual premium is \$600/month and the two (2) person if \$900/month, and the dependent premium is \$1,200/month, the City pays \$600/month towards the individual premium, \$900/month towards the two (2) person, if available, and \$1,140/month towards the dependent premium). The parties agree that an employee enrolled in the Empire Plan with dependent coverage, shall be treated as a two (2) person for the calculation of the percent of health insurance premium paid by the City.

An employee who receives a disability retirement from the New York State Police and Fire Retirement System shall receive individual, two (2) person, or dependent health insurance with the City paying one hundred percent (100%) of the individual, two (2) person, or dependent premium cost by returning eighty-five (85) days of any paid leave accumulation as set forth above, or in the event the employee does not have eighty-five (85) days of paid leave accumulated, he/she shall return the balance of his/her paid leave accumulation, which shall not be paid for.

In the event of an employee's death in the performance of duty, the City shall continue to provide the same health insurance plan(s) set forth herein, and pay one hundred percent (100%) of the premium for his/her surviving spouse and eligible dependent(s).

In the event of the death of a retiree who retires on or after July 1, 2009, the City shall continue to provide the same health insurance plan(s) set forth herein, and pay seventy-five percent (75%) of the premium cost for the retiree's surviving spouse and eligible dependent(s), with the remaining twenty-five percent (25%) paid by the surviving spouse and/or eligible dependent(s) directly to the City on or about the first (1st) of each calendar month.

D. Each employee shall be required to report his/her change in status (i.e., single to family coverage, etc.) or beneficiary within ten (10) days of its occurrence to the appropriate City department. In the event the change in status is not provided as set forth herein, that employee may be required to pay the equivalent COBRA charges, and/or reimbursement of payments charged to the City or its carrier for erroneous payments, and/or be subject to disciplinary charges. Any costs incurred by the City which have been determined to be owed by the employee, that employee at his/her option, may pay the amount in a lump sum check to the City, or have no more than one hundred dollars (\$100.00) each payroll check deducted until the total amount due is repaid in full, and/or repaid using paid leave accruals.

E. An employee who is on suspension without pay due to disciplinary charges filed, shall continue to be provided with health insurance pursuant to the Agreement, and at the end of the matter, depending on the decision, and at the employee's option, if any suspension without pay is upheld, shall pay the health insurance premium cost he/she would have been paying, if any, in a lump sum payment by check, or have no more than one hundred dollars (\$100.00) each payroll check deducted until the total amount due is repaid in full, and/or repaid using paid leave

accruals. In the event of termination, the combination of the last payroll check and/or paid leave accruals shall not be paid to the employee, which would represent the amount owed.

F. In the event of the death of a retired employee who owes the City money for his/her part of the health insurance premium cost which has not been paid, the City shall be entitled to be paid from the proceeds of the death benefit, if any, or estate for the portion of the health insurance premium paid by the City on behalf of the retiree.

SECTION 2. LIFE INSURANCE

Due to the hazardous nature of police duties, the City shall provide and pay for group term life insurance in the amount of forty thousand dollars (\$40,000.00), double indemnity (accidental death and dismemberment), for each employee. The City shall also provide each employee the opportunity to purchase, at his/her own cost, additional life insurance through payroll deduction, provided the group size is satisfactory to the carrier to afford additional coverage.

SECTION 3. VISION PLAN

The City shall implement and pay one hundred percent (100%) of the premium cost for the CSEA Gold Vision Plan for the employee, his/her spouse and all eligible dependents.

SECTION 4. DENTAL PLAN

The City shall implement and pay one hundred percent (100%) of the premium cost for the CSEA Horizon Dental Plan for the employee, his/her spouse and all eligible dependents.

The City shall pay one hundred percent (100%) of the premium cost of the Principal Dental Insurance Plan, including a Rider providing orthodontic coverage in the amount of two thousand dollars (\$2,000.00) for the employee, his/her spouse, and all eligible dependents. The City shall maintain the plan and Rider herein until the CSEA Horizon Plan is made available for enrollment to the employee, his/her spouse and all eligible dependents, or such plan as the PBA agrees to as an alternate plan.

SECTION 5. HEALTH REIMBURSEMENT ACCOUNT

The City shall have the right to establish and maintain a Health Reimbursement Account (HRA) pursuant to applicable law, at no cost to the employee. The City may, at its sole discretion, discontinue the HRA on at least thirty (30) calendar days written notice to the PBA President. In that event, the employee shall only be responsible for the co-pays set forth in Section 1 "A" above, unless an alternative written agreement is reached between the parties. The HRA may be administered by a third (3rd) party as selected by the City.

The City shall have the right to replace the existing MVP co-pays set forth in Section 1 "A" above, so long as the City institutes and maintains a Health Reimbursement Account (HRA) in which any employee(s) and their eligible dependents enrolled in the MVP plan shall be

reimbursed for all increased deductibles and co-pays above the co-pays set forth in Section 1 "A" above.

The City agrees to reimburse each employee, no later than the pay period following submission of receipts for reimbursement, the difference in the MVP co-pays set forth in Section 1 "A" above and the co-pays currently in existence.

ARTICLE 22

RETIREMENT

SECTION 1. Each employee shall have the right to any of the retirement plans now in effect and available to him/her.

SECTION 2. Subject to applicable provisions of law, each retiring employee may elect to receive his/her City issued service weapon, provided, however, that such employee, as a condition precedent to receiving such weapon, shall present to the City a valid pistol permit, or assign his/her ownership of the service weapon to a duly licensed person.

SECTION 3. Retirees shall receive (in addition to retirement pay) two thousand dollars (\$2,000.00) of paid up term life insurance during his/her retirement.

ARTICLE 23

GRIEVANCES AND ARBITRATIONS

SECTION 1. A grievance shall mean any claimed violation, misinterpretation, or alleged inequitable application of the provisions of this Agreement, or any existing laws, or duly established rules, procedures, regulations, administrative orders of work rules of the City or a Department thereof. At all stages of the grievance procedure, an employee will be allowed to have a representative of the PBA, or counsel for the PBA present. This Article is not applicable to the disciplinary procedures established by this Agreement.

SECTION 2. Grievance Procedure

The grievance shall consist of a written statement served upon the City or the PBA, as the case may be, by registered or certified mail or by personal service. The grievance must:

1. cite the contractual provision in issue;
2. contain a statement of the claimed violation which is in dispute; and
3. set forth a statement of the requested relief.

A grievance shall be filed by the employee, PBA or City no later than sixty (60) calendar days after the date upon which the act(s) underlying the grievance arose as follows:

STEP 1 – CHIEF OF POLICE

A grievance shall be submitted initially to the Chief of Police. The Chief of Police shall have up to fifteen (15) calendar days to answer the grievance. In the event the employee or PBA are not satisfied with the Chief of Police's determination, the employee or PBA shall have up to fifteen (15) calendar days to appeal his/her determination to the City Administrator.

STEP 2 – CITY ADMINISTRATOR

Upon receipt of the appeal from Step 1, the City Administrator shall have up to fifteen (15) calendar days to answer the grievance appeal. In the event the employee or PBA are not satisfied with the City Administrator's determination, the PBA shall have up to fifteen (15) calendar days to appeal his/her determination to arbitration by filing a Demand for Arbitration as set forth herein.

STEP 3 – ARBITRATION

The arbitration forum shall be the New York State Public Employment Relations Board (PERB) provided that either party may by written election, whether or not the party is the party initiating the arbitration, have the arbitration conducted by the American Arbitration Association (AAA). Any party electing to use the AAA shall bear the expense of the AAA. Each party shall bear its own costs for all items other than the actual charge by the AAA. The decision of the arbitrator, subject to applicable provisions of law, shall be final and binding upon the parties.

SECTION 3. Compliance with Steps 1 and 2 of Section 2 of this Article are conditions precedent to arbitration.

ARTICLE 24

CHANGE, MODIFICATION, WAIVER OR TERMINATION OF THIS AGREEMENT

It is understood and agreed by the parties hereto that no understanding or agreement purporting to change, modify, waive or terminate any and/or all of the terms and conditions of this Agreement, and no understanding or agreement, which, if executed, would in fact change, modify, waive or terminate any and/or all of the terms and provisions of this Agreement, is binding as between the City and the PBA, unless an understanding or agreement is in writing and signed by a duly authorized representative of the City and PBA.

ARTICLE 25

MERGER

SECTION 1. This contract contains the entire Agreement between the parties, all prior negotiations, statements or representations are contained herein, the parties acknowledged each to the other that they have not made or relied upon any other representations, statements or agreements except those specifically set forth herein.

SECTION 2. The parties hereby acknowledged that in the negotiations, which led to this Agreement, each party had the right and opportunity to make proposals with respect to any and all terms and conditions of employment. The resulting agreements reached by the parties are fully and completely set forth in this Agreement and are effective for the term of this Agreement. This Agreement shall not be reopened for any reason during its term, except unless the parties mutually agree to do so.

ARTICLE 26

EXEMPLARY SERVICE AWARD

The City and the PBA, in joint recognition of the exemplary and outstanding service performed by employees, agree to create an exemplary service award. The award is intended to recognize exemplary or outstanding services performed by employees with respect to law enforcement duties. The City Administrator or his/her designee may, in recognition of exemplary or outstanding service performed by an employee, provide to that employee a cash bonus of one (1) day's pay or in the alternative, a compensatory day off with pay, for outstanding or meritorious service performed by that employee on behalf of the City. The award shall be made annually during Police Week to the employees designated by the Joint Labor/Management Committee. The purpose and intent of this award is to further better relationships between the City and its employees.

ARTICLE 27

PHYSICAL FITNESS INCENTIVE

The City shall contribute ten thousand dollars (\$10,000.00) and the PBA shall contribute five thousand dollars (\$5,000.00) towards the fee charged for group membership for employees in a physical fitness facility. The cost above fifteen thousand dollars (\$15,000.00) shall be paid by the employees individually, as incurred. The City may elect to implement a program consisting of physical conditioning standards applicable to all employees. This program may, at the City's election, include conditioning testing on an ongoing basis.

ARTICLE 28

BREAKDOWN OF PAYCHECKS

The City shall provide each employee with a breakdown of the employee's bi-weekly paychecks showing the following: Regular Hours; Overtime; Meal Allowance; Credit Union; Social Security; Tax; 457 Plan, etc.

ARTICLE 29

LEAVE OF ABSENCE

A leave of absence without pay may be granted to an employee who has used all of his/her accumulated or credited leave time. The request shall be submitted to the Chief of Police

or designee for submission to the City Administrator for his/her approval. The approved leave of absence without pay shall be for a specific period of time. A new request for additional leave without pay shall be submitted as set forth herein.

ARTICLE 30

MEAL PERIODS AND BREAKS

Each employee shall be entitled to a meal period, not to exceed one (1) hour. The Chief of Police or designee may require those employees on continuous duty during working hours to stagger their meal period. An employee can take a "coffee break", not to exceed ten (10) minutes for every four (4) hours of work. The "coffee break" may be staggered by the Chief of Police or designee to provide continuous coverage and disallowed if the breaks are being abused.

Effective June 28, 2011, whenever an employee working a tour of duty is unable to take his/her scheduled meal period, he/she will contact his/her supervisor, by radio, and inform the supervisor that he/she is unable to take the scheduled meal period.

All supervisors shall document that the employee contacted them and informed them that he/she cannot take the scheduled meal period, or missed the scheduled meal period, and that the supervisor will make every effort to attempt to reschedule the meal period during that tour of duty.

If the supervisor cannot reschedule the employee's meal period during that tour of duty, the employee will receive thirty (30) minutes of compensatory time for the missed meal period, at straight time.

ARTICLE 31

WORKERS' COMPENSATION

The City shall provide Workers' Compensation to all employees at no cost to them. The City reserves the right to be self-insured.

ARTICLE 32

GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE

The General Municipal Law Section 207-c Procedure is annexed as Appendix "E," and made a part of this Agreement.

ARTICLE 33

GENERAL PROVISIONS

Section 1. Payroll Information - The City shall include in each employee's payroll check, all of his/her leave amounts (i.e., vacation, sick leave, holidays, personal leave, compensatory time, etc.) to date.

The City shall provide, in the payroll period in which it occurs, the employee's change in Base Wage Step or longevity movement.

Each employee's payroll check shall be provided in a sealed envelope for privacy purposes each payroll period.

The City shall issue payroll checks to all employees on or before, but no later than noon on Friday of each pay period.

Section 2. Lay-Offs - Effective January 1, 2012, the City agrees that there shall be no lay-offs of any bargaining unit employees during the term of the Agreement. This section shall sunset as of 11:59 p.m. on December 31, 2019.

Section 3. Attrition - Effective January 1, 2012, the City agrees that it shall fill all bargaining unit positions that become vacant due to attrition (example: retirement, separation, etc.) during the term of the Agreement. The City agrees that no later than ten (10) calendar days after the vacancy occurs, it shall make a formal request to Dutchess County Personnel requesting that it provide the Civil Service list to be canvassed for candidates (i.e., Police Officer, Sergeant or Lieutenant). No later than seven (7) calendar days after receipt of the Civil Service list, the City shall send out canvass letters to eligible candidates for the positions sought. No later than seven (7) calendar days after the responses from eligible candidates are received, the Chief of Police shall begin the process of scheduling interviews, conducting background checks, scheduling of physical and psychological examinations, in order to select candidates for the vacancy. The Chief of Police shall use his/her best efforts regarding finalizing the process to filling the vacancy. The PBA acknowledges that some of the process is not within the City's or Chief of Police's control, such as when Dutchess County Civil Service sends the Civil Service list, schedules the physical examination, or date when a doctor can schedule to see a candidate for a psychological examination, or date when a doctor provides his/her psychological report on that candidate to the Chief of Police. An employee who requests time off for a day, or period of time that a vacancy exists, shall be treated for the purpose of the request for time off, as if the attrition vacancy did not exist.

Section 4. Abolishment of Positions - Effective January 1, 2012, the City agrees that there shall be no abolishment of any bargaining unit position during the term of the Agreement. This section shall sunset as of 11:59 p.m. on December 31, 2019.

Section 5. Abolishment of Tours of Duty - Effective January 1, 2012, the City agrees that there shall be no abolishment of any of the tours of duty or coverage hours as set forth in the Agreement, and shall continue to provide twenty-four (24) hours a day coverage, seven (7) days a

week through the calendar year during the term of the Agreement. This section shall sunset as of 11:59 p.m. on December 31, 2019.

Section 6. Honor Guard - The police department's Honor Guard shall consist of no more than six (6) members. The Honor Guard shall be selected by the PBA, and approved by the Chief of Police.

Each member of the Honor Guard shall receive four (4) hours of compensatory time each calendar month, at straight-time, to attend training for Honor Guard duties, which is to be monitored by the Chief of Police.

Members of the Honor Guard shall be compensated a minimum of four (4) hours of compensatory time, at time and one-half (1.5X), when requested by the Chief of Police or Mayor to attend a public event.

Members of the Honor Guard shall also be compensated a minimum of four (4) hours of compensatory time, at time and one-half (1.5X), for attendance relating to line of duty deaths of law enforcement officers when attendance is authorized by the Chief of Police.

If the event the Honor Guard is requested by the PBA, members will not be compensated by the City, in overtime pay or compensatory time.

Uniforms for members of the Honor Guard shall be paid for by the PBA.

Section 7. Stipulations – Any Stipulation not captured in the Final Agreement for the period of January 1, 2012 to December 31, 2017, shall be applicable and not diminish or convey additional or different rights or responsibilities on the City or PBA than otherwise existed in the referenced Stipulation(s).

ARTICLE 34

DONATION OF PAID LEAVE

Employees may voluntarily donate holiday, vacation, personal leave and/or compensatory time to an employee who has a family medical emergency, without restriction to the amount of paid leave donated. The employee who receives donations of paid leave is not required to exhaust own paid leave, or repay the employee(s) donating the paid leave, in order to receive the donation(s). All donations of paid leave shall be done in writing, identifying the paid leave and amount donated. The donated paid leave shall be deducted from that employee's accruals.

ARTICLE 35

BARGAINING AGREEMENT

The City and PBA agree to pay fifty percent (50%) of the cost of printing this Agreement within two (2) weeks of its official signing by the parties, up to a maximum of one hundred and twenty (120) copies, with one (1) copy to be provided to each employee.

ARTICLE 36

SAVINGS CLAUSE

If any part hereof, or any provisions herein contained, be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of any authorized government agency, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof, being understood that the remaining parts or portions shall remain in full force and effect.

ARTICLE 37

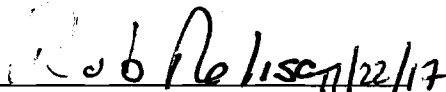
LEGISLATIVE CLAUSE

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals by their respective representatives on the day and year below.

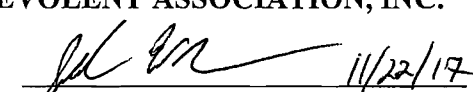
CITY OF POUGHKEEPSIE

BY:


ROBERT G. ROLISON Date
Mayor

**CITY OF POUGHKEEPSIE POLICE
BENEVOLENT ASSOCIATION, INC.**

BY:


JOHN WILLIAMS Date
President

APPENDIX “A”

SUBSTANCE AND ALCOHOL ABUSE POLICY AND TESTING PROCEDURE

INTRODUCTION

It is the policy of the City of Poughkeepsie, New York to eliminate the use of alcohol and drugs in the workplace and to provide rehabilitation and treatment services to those employees who recognize and seek assistance with problems related to the use of drugs or alcohol. Absenteeism, disciplinary problems, high utilization of health insurance and accidents have all been shown to be adversely affected by substance abuse. It is the purpose of this procedure to eliminate the use of alcohol and drugs in the workplace with the goal of creating a safer, healthier and more efficient workplace while providing support and assistance to employees who affirmatively act to treat problems with alcohol and/or drugs. A violation of this procedure may result in disciplinary action and/or criminal charges against the employee.

PRE-EMPLOYMENT SCREENING

The City reserves the right to test all prospective employees for alcohol and/or drugs in all pre-employment physical examinations. The City expressly reserves the right to use the test results in its new hire employment decision.

PROBATIONARY PERIOD

The City reserves the right to test all probationary employees through the use of physical examinations and/or the use of the testing procedures herein during that employee's probationary period. A probationary employee shall not be limited to Sections 3.1 and 3.4 of this procedure.

USE/POSSESSION

The sale, distribution or unauthorized use or possession of alcohol or drugs or the paraphernalia associated with these substances is expressly prohibited. It is understood that in the event criminal charges are filed based on the foregoing, it provides grounds for disciplinary action. The disciplinary action and/or penalty sought shall also include the penalties stated in the Rules of Conduct.

Reporting for work under the influence of alcohol and/or drugs provides grounds for disciplinary action. The disciplinary action and/or penalty sought shall also include the penalties stated in the Rules of Conduct.

It is recognized that the use of prescription drugs may affect the ability of an employee to work safely. However, such use is not intended to be covered by this procedure.

EMPLOYEE SCREENING

Except as provided hereinafter, all employees will be required to submit to alcohol and/or drug tests immediately following:

- a) discharge of a firearm at a human being or a vehicle occupied by a human being;
- b) otherwise discharging a firearm;
- c) involvement of a police vehicle in an accident involving injury to an employee or citizen that requires immediate hospital attention *;
- d) a vehicle chase in which either the police car or the fleeing vehicle is involved in a serious accident; and
- e) an employee will be required to submit to testing whenever there is a reasonable basis to believe he/she is improperly using or “under the influence” ** of drugs or alcohol. As a safeguard for the suspected employee, two (2) supervisory employees (a supervisor and the Chief of Police or designee) must witness the behavior and concur that a reasonable basis exists to believe that the employee is under the influence of alcohol or drugs. They must each reduce to writing the factual basis for their “reasonable basis to believe” and the events leading up to their decision to require a test.

Section 1 Alcohol/Drug Testing

1.1 Upon reasonable suspicion to believe an employee is under the influence of alcohol or drugs, the City may require such officer to submit to an alcohol test as set forth in paragraph 2.1 below. A positive test for alcohol is any result above 0.00%. The test shall not be administered until thirty (30) minutes after notification to submit as set forth in paragraph 2.1 below. Reasonable cause to believe an employee is under the influence of alcohol or drugs exists when objective facts and observations are brought to the attention of the department head/supervisor, as hereinafter defined, and based upon the reliability and weight of such information, he/she can reasonably infer or suspect that the employee is under the influence of alcohol or drugs. Reasonable cause must be supported by specific articulable facts and a written report of the findings and facts provided to the employee.

* Only the driver is subject to drug testing.

** “Under the influence” shall be defined as those words as used and defined in the Vehicle and Traffic Law of the State of New York and the court cases interpreting the definition of those words and that law.

Section 2 Testing Procedures

2.1 Tests for Alcohol:

- 2.1.1 Tests for alcohol shall only be conducted by Department of Health and Human Services certified laboratories by conducting a breath test, if possible, using breath analysis equipment that is currently being used by such laboratories, or urine test. The employee(s) shall be transported to the testing site. The testing facility will be designated by the City. The City reserves the right to have the test for alcohol conducted at a certified hospital room in the event the laboratory used is not open for business.
- 2.1.2 An employee shall be paid for all time pertaining to an alcohol test including providing a breath sample and travel time to and from the test site. Such time shall be considered as time worked for the purpose of computing overtime and employee benefits.
- 2.1.3 Tests for alcohol shall only be conducted during an employee's regularly scheduled work hours.

2.2 Random Alcohol Testing

- 2.2.1 Random Alcohol Tests: The City shall not administer random alcohol testing to more than 33.3% of the employees annually covered by the collective bargaining agreement.
- 2.2.2 PBA Observation: During random tests, the PBA shall be afforded an opportunity to be present to observe the testing, subject to the consent of the individual to be tested. Reasonable efforts shall be made to contact the PBA representative of the employee being tested and to give such representative the opportunity to accompany an employee throughout the testing process if requested by the employee. The PBA representative shall have thirty (30) minutes to respond to the testing location from the time contacted, at which time the testing shall begin.
- 2.2.3 Selection of Employees: The City shall select employees for testing only through a computer-based random number generator utilizing an appropriate employee identification number. Upon request, the City shall provide the PBA with a list of all employees tested, as well as the computer-generated list, so the PBA can verify the randomness.
- 2.2.4 Limitations: No employee shall be subject to random alcohol testing more than two (2) times in any twelve (12) month period.

2.3 Tests for Prohibited Drugs:

2.3.1 Tests for prohibited drugs shall be conducted only by urinalysis and shall be performed only by Department of Health and Human Services certified laboratories. The employee(s) shall be transported to the testing site.

2.3.2 A specimen may be tested only for cocaine, marijuana, opiates, amphetamines and phencyclidine. A specimen may not be used to conduct any other analysis or test except as herein after described.

2.3.3 The specimen will be sent to a laboratory certified by the Department of Health and Human Services and tested for the substances set forth in 2.3.2. Any level which tests positive at the highest cutoff levels, as set forth in Federal Regulations 49 CFR40, on an initial screening test will be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS). Only those specimens which are confirmed as positive in the GC/MS tests are reported as such. Both specimens will be paid for by the City.

2.3.4 A "split sample" method of collection shall be used. The employee shall urinate into a collection container which the collection site person, in the presence of the donor and after determining specimen temperature, pours into two (2) specimen bottles.

A. The first bottle is to be used for the test pursuant to this procedure and 60 ml. of urine shall be poured into it. Up to 60 ml. of the remainder of the urine shall be poured into the second specimen bottle.

B. All requirements of this procedure and any applicable regulations shall be followed with respect to both samples, including the requirement that a copy of a chain of custody form accompany each bottle processed.

C. Any specimen collected under "split sample" procedures must be stored in a secured, refrigerated environment and an appropriate entry made in the chain of custody form.

D. If the test of the first bottle is positive, the employee may request that the Medical Review Officer (MRO), as hereinafter defined, direct that the second bottle be tested for presence of the drug(s) for which a positive result was obtained in the test of the first bottle. If the result of the second test is negative, no further action shall be taken against the employee. In the event both tests are positive, the affected employee has the option to have an independent test of either or both samples, at the City's expense, within forty-eight (48) hours of receiving notification of the second positive result, by a certified hospital or laboratory as described herein. The purpose for such a test is to rule out the interference of food and/or over the counter drugs

which may give a false reading of a “positive” for a new prescription drug.

- 2.3.5 Visual observation of urination shall be by an individual that is the same gender as the employee providing the specimen.
- 2.3.6 In accordance with the Federal Regulations, the employee shall be permitted to be present to observe the sealing and tagging of the specimen containers.
- 2.3.7 An employee shall be paid for all time pertaining to a drug test including providing a urine sample and travel time to and from the collection site in the event the test is negative. Such time shall be considered as time worked for the purpose of calculating overtime and employee benefits. If an employee tests positive for prohibited drugs following a reasonable suspicion test, the City shall not be obligated to pay the employee beyond the regular hours of work.
- 2.3.8 All drug testing shall be conducted during an employee's regularly scheduled work hours or the two (2) hours immediately preceding or subsequent to a regularly scheduled tour of duty. The payment of overtime shall be as set forth in Section 2.3.7 above. The City reserves the right to have the drug test conducted at a certified hospital emergency room in the event the laboratory used is not open for business.
- 2.3.9 Each drug test shall be reviewed by the MRO to ensure compliance with all procedures, as well as all Federal Regulations, including the validity of the test.

Section 3 Random Drug Testing

- 3.1 Random Drug Tests: The City shall not administer random drug testing to more than 33.3% of the employees annually covered by the collective bargaining agreement.
- 3.2 PBA Observation: During random tests, the PBA shall be afforded an opportunity to be present to observe the testing, subject to the consent of the individual to be tested. Reasonable efforts shall be made to contact the PBA representative of the employee being tested and to give such representative the opportunity to accompany an employee throughout the testing process if requested by the employee. The PBA representative shall have thirty (30) minutes to respond to the testing location from the time contacted, at which time the testing shall begin.
- 3.3 Selection of Employees: The City shall select employees for testing only through a computer-based random number generator utilizing an appropriate employee identification number. Upon request, the City shall provide the PBA with a list of

all employees tested, as well as the computer-generated list, so the PBA can verify the randomness.

- 3.4 Limitations: No employee shall be subject to random drug testing more than two (2) times in any twelve (12) month period.

Section 4 Reasonable Suspicion Testing

- 4.1 Determination of Reasonable Suspicion: The persons designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing (hereinafter referred to as the “designated supervisor”) shall be the department head/supervisor who must be of the rank of Sergeant or above.
- 4.2 Removal Based on Behavior or Appearance Alone: Whenever no approved testing devices are available and an employee is removed from the employee’s safety-sensitive function based on behavior and/or appearance alone, the employee shall be assigned to duties within the employee’s job description which do not require the performance of safety-sensitive functions, or the employee shall be sent home without loss of pay or leave credits.
- 4.3 Documentation of Reasonable Suspicion: Whenever the designated supervisor finds the available facts objectively indicate that reasonable suspicion exists that a test of the employee would yield a positive result for the misuse of alcohol or prohibited drugs, and as soon as practicable after an order to test is given, without causing an undue delay in the testing process, the City shall document the facts contributing to and forming the basis for the reasonable suspicion. These facts shall include, but not be limited to: (1) a description of the employee’s appearance, behavior and speech; (2) names of witnesses to the employee’s appearance, behavior and speech, where practicable; (3) if the employee’s appearance, behavior or speech is not the basis for testing, the facts used to support a determination of reasonable suspicion and the source of the information.

A written memorandum setting forth the basis of the reasonable suspicion shall be provided to the affected employee within twenty-four (24) hours of the test decision.

- 4.4 Initial Training of Supervisors: Supervisors designated to determine whether reasonable suspicion exists to require an employee to undergo alcohol testing shall be required to attend at least one (1) of the following training and/or certification classes:
1. Improved Sobriety Testing Program through a certified class of the NYS Division of Criminal Justice Services.
 2. Alcohol Enforcement Program through a certified class of the NYS Division of Criminal Justice Services.

3. Standardized Field Sobriety Testing Program through a certified class of the NYS Division of Criminal Justice Services.
4. One (1) hour of formal training on the physical, behavioral, speech and performance indicators of the possible misuse of alcohol.

The training and/or certification shall be completed before and any supervisor can require an employee to undergo an alcohol test based on reasonable suspicion.

All Supervisors shall attend any additional and/or Recertification Training as required.

Supervisors designated to determine whether reasonable suspicion exists to require an employee to undergo drug testing shall be required to attend at least one (1) of the following training and/or certification classes:

1. Drugs that impair driving class through a certified class of the NYS Division of Criminal Justice Services.
2. One (1) hour of formal training on the physical, behavioral, speech and performance indicators of the possible misuse of drugs.

All Supervisors shall attend any additional and/or Recertification Training as required.

4.5 Right to Representation: During reasonable suspicion testing, the PBA shall be afforded an opportunity to be present to observe the testing, subject to the consent of the individual to be tested. Reasonable efforts shall be made to contact the PBA representative of the employee being tested and to give such representative the opportunity to accompany an employee throughout the testing process if requested by the employee. The PBA representative shall have thirty (30) minutes to respond to the testing location from the time contacted, at which time the testing shall begin.

4.6 Statement of Charges and Facts: When a decision is made to test, and to the extent practicable without unduly delaying the testing process, the employee shall be given a verbal explanation of the charges and the factual basis for the reasonable suspicion which shall include a description of the conduct leading to the formation of a reasonable suspicion and the relevant dates, places and times thereof and source of information. A written memorandum setting forth the basis of the reasonable suspicion shall be provided to the affected employee within twenty-four (24) hours of the test decision. If the employee has requested the opportunity to consult with a PBA representative, this explanation shall be made in the presence of a PBA representative. If this cannot be done prior to the test, then it shall be done as soon as practicable thereafter.

Section 5 Consequences of Positive Test

- 5.1 Due Process Rights: An employee who has tested positive for alcohol misuse or controlled drug use and, consequently, is prohibited from performing safety-sensitive functions, shall be given a verbal explanation of the charges and the factual basis for the removal from performing safety-sensitive functions prior to being removed from the safety-sensitive function. In the event the City determines that disciplinary action is warranted, it reserves the right to remove that employee pursuant to Section 75 of the Civil Service Law, if available, to the employee. The City shall provide the affected employee with a Notice of Discipline within fifteen (15) calendar days after removal.
- 5.2 Reassignment to Non-safety-sensitive Job Duties: If an employee seeks evaluation and treatment pursuant to Section 6 of this procedure, the City shall make every reasonable effort to assign the employee to duties within the employee's job description excluding safety-sensitive functions until the employee has been recommended by the substance abuse professional for return to full duty provided that said assignment is not inconsistent with the goals and functions of the police department.
- 5.3 Reassignment to Another Non-safety-sensitive Position: If the City is not able to assign an employee to duties within the employee's job description pursuant to Section 5.2 above, the City shall make every reasonable effort to assign the employee to another position which does not require the performance of safety-sensitive functions until the employee has been recommended by the substance abuse professional for return to full duty in the employee's normal position provided that said assignment is not inconsistent with the goals and functions of the department to which he has been assigned.
- 5.4 Leave Pending Disciplinary Action: If the City is not able to assign the employee to another position which does not involve safety-sensitive functions pursuant to Section 5.3 above, the employee shall be entitled to utilize available leave time unless the employee takes a leave of absence in accordance with Section 6.6 below.
- 5.5 Other Alcohol-related Conduct: Whenever an employee is found to have an alcohol concentration above 0.00%, the employee shall be relieved of his/her work assignment for that day. The relieved employee shall have the option to credit that day to any leave time to which he/she is entitled.

Section 6 Referral, Evaluation and Treatment

- 6.1 The City will assist employees who have a drug or alcohol dependency problem to recover from such addictions, provided the employees seek and accept assistance. This will be kept confidential and is unrelated to the drug and alcohol testing process. The City will provide assistance, referral and advise employees with respect to drug and alcohol abuse when requested. It is important to emphasize

that employees with alcohol and/or drug problems who wish to avail themselves of rehabilitative services after informing the City, or seeking other means of rehabilitation, should pursue help before they are required to undergo either random or reasonable suspicion testing, at which point they will be placed in a safety-sensitive position until all rehabilitation requirements are met. The safety of the City's employees is the first and foremost concern. Failure to meet rehabilitation requirements may lead to disciplinary action pursuant to applicable law and the parties' collective bargaining agreement. This is to be considered an employee benefit, not an excuse to condone the use of drugs or alcohol in the workplace.

- 6.2 Prior to being notified that he/she will be tested for drugs or alcohol, an employee may notify the department head or Mayor that he/she is abusing or misusing drugs or alcohol. An employee who has admitted to such conduct shall be permitted to enter a rehabilitation program for treatment. The time required to be absent from work for such rehabilitation shall be treated as any other illness pursuant to the contract and existing terms and conditions of employment between the City and PBA. An employee who admits to such conduct and enters and successfully completes a rehabilitation program shall not be subject to discipline.
- 6.3 Designation of Substance Abuse Professional: The substance abuse professional shall be either a licensed physician or a licensed or certified psychologist, social worker or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission with clinical experience in the diagnosis and treatment of alcohol and prohibited drug related disorders.
- 6.4 Rehabilitation Program: The City shall make available to employees, a rehabilitation program through the contractual health insurance provider.
- 6.5 Upon request, an employee shall be provided copies of any reports, results, etc., which are provided to the City by the Substance Abuse Professional (SAP) or rehabilitation program. Such request shall be in writing.
- 6.6 Rehabilitation/Leave of Absence: An employee may use all accumulated sick leave credits, vacation leave credits, holidays and other such accrued leave time up to the limits set forth in the Collective Bargaining Agreement or other applicable laws, rules or regulations, including any discretionary leave rights prior to requesting a leave of absence. An employee may request a leave of absence without utilizing the said leave credits noted herein above. A leave of absence without pay will be allowed for treatment on an in-patient or out-patient basis. Nothing herein shall be construed to diminish any rights which may apply under the Americans With Disabilities Act, the Family Medical Leave Act or other relevant laws.
- 6.7 The City will use its best efforts to schedule employees participating in a rehabilitation program to minimize conflicts with the requirements of the rehabilitation program.

- 6.8 Return to Work: Reinstatement to the employee's position or an equivalent position after completion of a rehabilitation program shall occur upon certification from the program that the employee has satisfactorily participated in the program and the program recommends return to regular duty assignment. The final decision as to whether to permit an employee to return to full duties in the employee's position or an equivalent position shall be made after consultation with the SAP.
- 6.9 An employee who enters an Employee Assistance Program (EAP) shall not be entitled to enter such a program if he/she should again test positive, unless the City shall agree. Employees who are arrested for a crime, including drugs or whose use of drugs or alcohol, has become known to the City through the employees involvement in an accident that resulted in physical injury or property damage, shall be able to enter an EAP only with the consent of the City.
- 6.10 Follow-up Testing - Frequency: The number and frequency of follow-up tests shall be as directed by the SAP and consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty involving a safety-sensitive function. The City shall not impose follow-up testing beyond the first six (6) tests unless the SAP determines that such further testing is necessary for that particular employee. The total period of follow-up testing shall not in any event exceed sixty (60) months from the date of the employee's return to duty.

Section 7 Disciplinary Procedure

- 7.1 If, as a result of a positive test, the City believes that disciplinary action exists, then discipline may be sought. Time in service and prior offenses, or lack thereof, and the Rules of Conduct shall be considered in determining appropriate penalties to be sought together with any other relevant factors.
- 7.2 If the City, as a result of a positive test takes any formal disciplinary action, it shall be processed through the procedures for disciplinary action set forth in the Collective Bargaining Agreement.

Section 8 Medical Review Officer

- 8.1 The Medical Review Officer (MRO) is a physician knowledgeable in the medical use of prescription drugs, the pharmacology and toxicology of illicit drugs. The MRO's primary responsibility is to review and interpret positive test results. In fulfilling these responsibilities, the MRO is to be guided by the U.S. Department of Health and Human Services (DHHS) Mandatory Guidelines. The City and the affected employees shall agree on the appointment of an MRO. The employees consent to the appointment shall not be unreasonably withheld.
- 8.2 If any question arises as to the accuracy or validity of a positive test result, the MRO should, in collaboration with the laboratory director and consultants, review the laboratory records to determine whether the required procedures were

followed. The MRO then makes a determination as to whether the result is scientifically sufficient to take further action. If records from collection sites or laboratories raise doubts about the handling of samples, the MRO may deem the urinary evidence insufficient and no further actions relative to individual employees will be taken.

- 8.3 The MRO must also assess and determine whether alternate medical explanations could account for any positive test result. In reviewing the laboratory results, the MRO shall conduct a medical interview with the employee, review the employee's medical history, and review any other relevant biomedical factors. The MRO shall also review any information provided by an employee attempting to show legitimate use of a drug.
- 8.4 The MRO must ultimately determine whether some reason other than illegal drug use explains a drug-positive urine. If the MRO verifies illegal drug use, the information related to the use of illegal drugs will be disclosed to the City Administrator and to the Chief of Police or designee. Any medical information provided to the MRO that is not specifically related to use of illegal drugs will be treated as confidential and not disclosed. If it is determined with reasonable certainty that there is a legitimate medical or other reason to account for the positive laboratory findings, no information identifying the specific employee will be disclosed and the test results will be reported as negative.

Section 9 Program Confidentiality

- 9.1 The results of all individual drug and alcohol tests will be kept in a secure location with controlled access.
- 9.2 All individual test results will be considered confidential. The release of an employee's results will only be given in accordance with the individual employee's written authorization, or as is otherwise required by applicable federal or state law or for use in a disciplinary hearing pursuant to this procedure.
- 9.3 It is understood that any medical explanation given by an employee to any person involved in this process is strictly confidential.

Section 10 Disputes – Grievance Procedure

- 10.1 Any dispute, violation, misapplication or misinterpretation of the Substance and Alcohol Abuse Policy and Testing Procedure shall be subject to and go directly to arbitration of the Grievance Procedure as set forth in the Collective Bargaining Agreement.

Section 11 Department Head/Supervisor

- 11.1 The department head/supervisor must be of the rank of Sergeant or above for the purposes of this procedure.

APPENDIX "B"

RULES OF CONDUCT

The Rules of Conduct are a list of enumerated infractions with agreed upon penalties. The list is not intended to be an exclusive list of possible acts of misconduct and resulting penalties. The penalties included are only for the first (1st), second (2nd) and third (3rd) violation of each infraction. Any act of misconduct not included in this list, any infraction for which no penalty is provided or any infraction committed by an officer for the fourth (4th) or more time shall be dealt with under the regular disciplinary procedure as set forth in the Agreement and the penalty remains within the discretion of the City Administrator.

The references under the "Violation Penalties" sections are as follows:

L	=	Letter of Reprimand
Number	=	Number of Days of Suspension
R	=	Removal from Police Department
Blank	=	No agreed upon Penalty
1 – 5	=	Number of Penalty Days

Violation Penalties

1st 2nd 3rd

			10.1	An employee of the Department shall not violate either by commission or omission any of the following acts:
			10.1.1	Conduct which brings discredit upon the Department.
			10.1.2	Failure to perform a duty.
			10.1.3	Disobedience of a lawful order.
L	1	2	10.1.4	Insubordination or disrespect toward a superior officer.
			10.1.5	Inattention to duty.
L	1	2	10.1.6	Sleeping on duty.
L	1	2	10.1.7	Being absent from duty without proper authorization. This penalty would also include loss of appropriate time.
L	1	2	10.1.8	Leaving duty assignment without being properly relieved or without proper authorization.
L	1	3	10.1.9	Incompetency or inefficiency in performance of duty.
L	1	2	10.1.10	Entering any tavern or liquor store on duty, except when it

is necessary for inspection or for the immediate performance of a police duty.

3	5	R	10.1.11	Drinking alcoholic beverages while on duty. Employees in plain clothes may drink alcoholic beverages while on duty, only when necessary to accomplish a police purpose while acting under specific orders of a superior officer.
1	3	5	10.1.12	Drinking alcoholic beverages while in uniform off duty.
5	R		10.1.13	Intoxication while on duty.
			10.1.14	Violation of any duly constituted law.
L	1	3	10.1.15	Using abusive, profane or insolent language to any person, except for deliberate* use of racial language. (* = see section 10.1.65)
L	1	2	10.1.16	Failure to treat any person civilly and respectfully, except for deliberate* use of racial language. (* = see section 10.1.65)
3	5	R	10.1.17	Willful maltreatment of any person.
			10.1.18	Knowingly make a false report, written or oral.
L	1	2	10.1.19	Failure to wear the regulation uniform when on duty or on official business unless otherwise authorized by the Watch Commander or above.
L	1	2	10.1.20	Failure to maintain a neat and clean appearance of self, uniform and equipment.
L	1	2	10.1.21	The use of any tobacco while in uniform in public, except while on meal period, authorized break, in a patrol car or at headquarters.
L	1	3	10.1.22	Publicly criticizing the official actions of a Department employee. An employee of the Department shall treat as confidential the official business of the Department. He/she shall not talk for publication, be interviewed or make public speeches, nor shall he impart information relating to the official business of the Department to anyone, except under due process of law and as directed or with the permission of the Chief of Police. Current procedures for the handling of press releases for media consumption shall apply. This shall not apply to official statements of the PBA and PAL.

1	3	5	10.1.23	Disseminating or releasing any information contained in a Department record, except in conformance with Department orders and procedures.
			10.1.24	Failure to pay a just indebtedness within a reasonable time.
1	3	5	10.1.25	Failure to identify self by name, rank and shield number when requested.
1	3	5	10.1.26	Failure to seize, record, process and dispose of recovered or prisoner's property in conformance with Department orders and procedure.
L	1	2	10.1.27	Failure to notify a superior officer that an employee of the Department is continuously violating a rule or order of the Department.
1	3	5	10.1.28	Any superior officer who has knowledge of any violation of the Rules of Conduct and fails to take the necessary action.
			10.1.29	Possessing or transporting when on duty or on Department property any intoxicating liquor, dangerous drugs or narcotics, except when in performance of police duty or when authorized by competent medical authority. In the latter instance, the Chief of Police will be notified in writing of the need for such prescription by the employee concerned.
1	3	5	10.1.30	Defacing or willfully neglecting to protect and preserve Department property.
L	1	2	10.1.31	Failure to obey Department orders issued in accordance with state law concerning other employment, occupations or professions.
			10.1.32	Engaging directly or indirectly in the forbidden ownership, maintenance or operation of a taxicab, tavern or retail liquor establishment.
L	1	2	10.1.33	Allowing the publication of any photograph of oneself in the regulation uniform which advertises any commodity or commercial enterprise without the permission of the Chief of Police.
			10.1.34	Communicating or corresponding with other police agencies or individuals concerning police matters, except as provided by departmental procedures.

- | | | | | |
|---|---|---|---------|--|
| L | 1 | 2 | 10.1.35 | Failure to keep Department vehicle in public view while assigned to general patrol duty, except when authorized by a superior officer. |
| | | | 10.1.36 | Permitting any person not on official business to ride in a Department vehicle unless specifically authorized. |
| L | 1 | 2 | 10.1.37 | Riding in or on a non-Department vehicle during duty hours, except when authorized by a superior officer or in pursuit of official police business. |
| | | | 10.1.38 | Operating a Department vehicle out of the City, except in immediate pursuit of law violators or when on official police business authorized by the Chief of Police. |
| L | 1 | 2 | 10.1.39 | Operating a Department vehicle without proper authorization or on other than official police business. |
| L | 1 | 2 | 10.1.40 | Pulling, pushing or towing any vehicle with a Department vehicle, except as authorized by the Chief of Police or Watch Commanders. |
| L | 1 | 2 | 10.1.41 | Altering Department equipment in any way, except as authorized by the Chief of Police. |
| 1 | 3 | 5 | 10.1.42 | Carrying any rifle, shotgun, machine gun, gas gun or substituting for the regulation service revolver any weapon not authorized by the Chief of Police or adding a concealed auxiliary hand gun while on duty not authorized by the Chief of Police. |
| | | | 10.1.43 | Unlawful or unnecessary use or display of a weapon. |
| | | | 10.1.44 | Failure to report the discharge of a weapon: <ul style="list-style-type: none"> A. Orally and immediately to a superior officer. B. In writing to the Chief of Police without unnecessary delay. |
| | | | 10.1.45 | Failure to take, record and act upon complaints, except as prescribed by Department orders. |
| | | | 10.1.46 | Removing, altering or changing any official Department record, except as provided for in Department orders. |
| | | | 10.1.47 | Issuing any device which purports to grant special privileges to the holder. |

- | | | | | |
|---|---|---|---------|--|
| | | | 10.1.48 | Displaying in any manner non-departmental or departmental posters or pictures in or on any Department property or equipment, except in conformance with Department orders or procedures. |
| | | | 10.1.49 | Obligating the Department financially in any manner, except as authorized by the Chief of Police, Watch Commander or City Administrator. |
| L | 1 | 2 | 10.1.50 | Recommending to any citizen any bondsman, lawyer, undertaker, physician, hospital, towing or repair service or other professional or commercial services. |
| | | | 10.1.51 | Failure to report any information of a police nature in conformance with departmental orders and rules and regulations. |
| L | 1 | 2 | 10.1.52 | Entering any police lock-up without Watch Commander's permission. |
| | | | 10.1.53 | Continuous associating or fraternizing with known criminals, except in the immediate discharge of official duties or with authorization of the Chief of Police. |
| | | | 10.1.54 | Seeking or soliciting contributions of any kind from anyone by any means, for any purpose, under any circumstances, excluding collections for charitable purposes by any employee, group of employees or their agent, except as specifically authorized by the Chief of Police. This clause shall not pertain to fund-raising drives for PBA and PAL sanctioned programs provided that the PBA and PAL shall notify the Chief of Police of the effective dates of such drives prior to the commencement thereof. |
| | | | 10.1.55 | Receiving any gift, present or gratuity from any subordinate or the family or friends of a subordinate for the purpose of personal preferment, advantage, transfer or advancement. |
| | | | 10.1.56 | Giving any gift, present or gratuity to another Department employee or a member of his/her family for the purpose of personal preferment, advantage, transfer or advancement. |
| | | | 10.1.57 | Failure to submit a written report that he/she is under investigation by another law enforcement agency to the Chief of Police with twenty-four (24) hours of becoming aware of such investigation. |

- 10.1.58 Participation by Department employees or urging the participation by other employees in any strike, slow-down or other concerted action which is in any degree adverse to the maintenance of the public safety or welfare.
- 10.1.59 Affiliation with any organization or regulations of which would in any way exact prior consideration and prevent him/her from performing his/her departmental duties. However, membership in any union or other organization in connection with and relating solely to approved secondary employment of employees of the Department and required membership in military reserve units are specifically excepted from this regulation.
- L 1 2 10.1.60 No employee of the Department may seek the influence or intervention of any person outside the Department for the purpose of personal preferment, advantage, transfer or advancement.
- 1 3 5 10.1.61 No employee of the Department shall initially contact the City Council or members of the City Council or the City Administrator on police problems, except through regular channels or by permission of the Chief of Police.
- 10.1.62 No employee of the Department shall use habit forming or dangerous drugs or narcotics unless properly prescribed by a dentist or physician. In such instance, the Chief of Police will be notified in writing of such need.
- L 1 2 10.1.63 No employee of the Department shall play games of cards or chance in a Department building.
- 10.1.64 An employee violating any of the provisions of this article shall be subject to disciplinary action as provided by law.
- 10.1.65 Deliberate use of racial language.

APPENDIX "C"

CITY OF POUGHKEEPSIE POLICE DEPARTMENT

CANINE UNIT POLICY AND PROCEDURE MANUAL

PURPOSE

To establish the policy and procedure for utilization of the Department's Canine Unit (K-9).

POLICY

The K-9 unit(s) will support sworn personnel in accomplishing the task set forth herein.

When deploying the K-9 unit, training, proper restraint and good judgment will be adhered to. The use of the dog(s) in an arrest or criminal apprehension situations shall be considered as an extension of the use of force. Such use, therefore, is subject to the standards of reasonableness, necessity and use of force commensurate with the danger or threat level involved.

PROCEDURE

PRACTICAL APPLICATION

1. The utilization of the departmental K-9 unit is authorized for the following purposes:
 - a. Tracking suspects, missing persons and/or locating lost or abandoned articles, including hidden or discarded implements of crime.
 - b. Searching buildings where a possible illegal entry is indicated or where a suspect may be hiding, provided such building(s) are cleared or reasonably believed it is cleared of civilian persons.
 - c. Effecting the arrest or preventing the escape of a person who the on scene police officer has reasonable grounds to believe has committed a crime.
 - d. Protecting the safety and health of any police officer(s) or other civilian persons from injury or death.
 - e. Assisting in the service of narcotic search warrants, if so trained.
 - f. Assisting in the service of locating explosive devices, if so trained.

2. No K-9 unit shall be used at the scene of any demonstration without prior approval of a Member of the Command Staff, or Watch Commander, except in exigent circumstances when it is determined by the K-9 police officer(s) that the use of his/her dog is necessary.
3. The K-9 unit may be used in operations involving Executive protection for the purpose of securing areas and explosive searches, if so trained, and shall come under the command of the officer in charge of the Executive protection operation.
4. The K-9 unit may be available to assist another police agency requesting its use, provided said use is in accordance with this policy and procedure. The approval and use of the K-9 unit to another police agency shall not occur without the prior approval of a Member of the Command Staff or Watch Commander.

REQUEST FOR CANINE TEAM RESPONSE

1. Any on duty police officer may request the assistance of the on duty K-9 unit, through the Watch Commander or on duty supervisor.
2. Other police agencies may request the use of the Department's K-9 unit through a member of the Command Staff, or Watch Commander.
3. In the event a request for a K-9 unit is made, and all City of Poughkeepsie K-9 units are off duty, the Watch Commander or Street Supervisor will evaluate the situation and determine the actual need for a K-9. If it is determined that the need for a K-9 unit is justified, the Watch Commander will evaluate the location of the first available outside agency K-9 that is available versus the call back of a City of Poughkeepsie K-9 unit. The Watch Commander/Supervisor will then determine which unit will have the quickest response time to the scene (other agency or our off duty K-9).

GENERAL RULES

1. The Watch Commander is to be advised immediately when a K-9 unit is requested outside the City or when a K-9 unit is involved in any incident when there is injury to the K-9 police officer and/or dog, property damage occurs, or the use of force or physical contact occurs. The K-9 Supervisor is to be advised immediately of any injury to the officer or K-9. The Watch Commander will be responsible to leave an unusual occurrence report to the Command Staff and K-9 Unit Supervisor.
2. All police officers will heed the directions and instructions of the K-9 police officer when he/she and/or the dog is engaged in a work situation.
3. No police officer, other than the K-9 police officer, shall attempt to give commands to the dog.
4. All police officers at a crime scene or situation shall be responsible for securing and preventing contamination of that area to be worked by the K-9 unit.

5. The K-9 police officer(s) shall be responsible for control of his/her dog at all times, except for injury or exigent circumstances.
6. Anytime the department K-9 needs to be attended to or secured when the K-9 handler is physically unable to do so due to injury, etc., the K-9 Supervisor shall be immediately contacted or another K-9 handler shall take control of the dog.

GENERAL DUTIES AND RESPONSIBILITIES OF THE K-9 POLICE

OFFICER(S)

The responsibilities listed below outline the duties and responsibilities of the K-9 police officer(s) and the care of his/her assigned dog.

The K-9 police officer(s) shall maintain a high level of efficiency with regard to his/her dog and meet all standards established by the State of New York. In addition, the K-9 unit will be required to achieve and maintain certification as established by New York State, or as required by the Chief of Police.

1. The K-9 police officer(s) shall be responsible for the use of his/her dog unless acting upon the direction of the K-9 unit supervisor.
2. The appropriate authorized "Canine Bite/Report Form" will be completed by the Canine Police Officer(s) in a timely manner after the use of his/her dog.
3. The K-9 police officer(s) shall immediately notify his/her Watch Commander when his/her dog bites or causes injury to any person, whether on or off duty, regardless of the location of the incident. In the event of a dog bite, the individual(s) concerned will be afforded medical attention as soon as practical after the incident occurs. All injuries should be properly documented immediately following the incident. In addition, photographs should be taken if possible.
4. All written reports of dog bites or other injuries inflicted as the result of the dog shall be submitted by the K-9 police officer(s) for the following situations:
 - a. Any bites or injuries inflicted as the result of an incident, which occurs in another jurisdiction, shall additionally be reported, if required, to that police agency. In the event a report was provided, a copy of that report shall be submitted and attached to the departmental report(s).
5. The K-9 police officer(s) shall bring his/her dog to the Department veterinarian, time permitting, for examination within twenty-four (24) hours anytime the dog is injured.
6. A dog will not be used to apprehend, subdue or otherwise control knowingly a mentally disturbed person(s) except when serious personal injury is imminent.

7. The K-9 police officers(s) may kennel his/her dog at an approved kennel facility when circumstances such as leave or incapacitating injury or illness exists which would prevent the K-9 police officer(s) from caring for his/her dog. Except in exigent circumstances, the K-9 police officer(s) shall seek the prior approval of a Member of the Command Staff, Watch Commander or K-9 unit supervisor, prior to kenneling his/her dog.
8. In the event any dog is to be kept in an approved facility, the K-9 unit supervisor, shall be notified and apprised of the approximate length of time the dog shall be confined and changes as they occur in the dog's kenneling status. The K-9 unit supervisor will further have the ability to remove such dog from any kennel, as they deem appropriate.
9. The K-9 police officers(s) shall be responsible for maintaining the cleanliness of the departmental kennel facility provided on his/her property, training areas utilized by his/her dog(s) at the time he/she removes his/her dog from the kennel(s) or area(s), their departmentally assigned K-9 vehicle and the department kennel located on the apron.
10. If, upon inspection, it is found that the K-9 police officer's residence, vehicle, or kennel is not in proper condition for the well being of the dog, a Member of the Command Staff, Watch Commander or K-9 unit supervisor, shall advise the K-9 police officer, in writing, of any deficiency(s) alleged. In those circumstances, the following procedure shall be followed:
 - a. The K-9 police officer shall be given fourteen (14) calendar days to correct the deficiency. During such time, a Member of the Command Staff, or K-9 unit supervisor, may remove the dog from such location until the deficiency is corrected.
 - b. No later than fourteen (14) calendar days after the deficiency notice was provided, the K-9 unit supervisor shall inspect, with the K-9 police officer(s), his/her residence regarding the alleged deficiency(ies).
 - c. If alleged deficiencies continue, and are substantiated, a Member of the Command Staff, may require the K-9 police officer(s) to be re-evaluated in order to continue in the K-9 unit.
11. The K-9 police officers(s) shall be held responsible for the upkeep of all equipment assigned to him/her and report, in writing, any breakage, damage or wear and tear (other than normal) of the equipment and to arrange for the repair(s) and/or replacement, which shall occur only with the prior approval of the Chief of Police.
12. When the K-9 police officer becomes ill or injured to the extent that he/she is unable to perform his/her job, or unable to care for the K-9, he/she may be required by a Member of the Command Staff, or K-9 unit supervisor, to take the dog to an approved kennel facility until a determination is made by a doctor or other competent authority as to whether the K-9, or similar police officer is capable of handling and caring for the dog.

- a. In the event a determination is made that the K-9 police officer's illness or injury will not preclude him/her from performing, but will be on sick leave or out on General Municipal Law Section 207-c for a period of more than thirty (30) calendar days, the K-9 police officer and dog may be suspended or removed from the unit based on the return date to full duty.
 - b. In the event a medical determination is made that the K-9 police officer can no longer perform the required duties and training of this position, without exacerbating the injury or illness, he/she shall be removed from the unit.
- 13. The K-9 police officers(s) shall submit a written report on all injuries and/or illnesses suffered by his/her dog(s) to a Member of the Command Staff, or K-9 unit supervisor.
- 14. All illnesses and/or injuries of an emergency nature that occur to the dog shall be reported as soon as practical to the Department veterinarian. Any non-emergencies shall be reported to the Department veterinarian during his/her next scheduled office hours.
 - a. In the event of an emergency and the K-9 police officer cannot contact the Departmental veterinarian, he/she shall notify a Member of the Command Staff, or K-9 unit supervisor so that other action can be taken for medical attention.
- 15. Upon the death of the K-9 police officer's dog, he/she shall:
 - a. Immediately contact a Member of the Command Staff, Watch Commander, and K-9 unit supervisor.
 - b. Immediately contact the Department veterinarian to determine whether an autopsy is necessary and, if so, where the dog should be taken. Any autopsy must be approved by a member of the Command Staff. In the event no autopsy is required, the K-9 police officer shall contact a Member of the Command Staff, and/or K-9 unit supervisor for direction on making arrangements for burial of the dog.
- 16. The K-9 police officers(s) shall, whenever possible, prevent his/her dog(s) from soiling on public or private property. Every effort shall be made to relieve the K-9 in an area where it would be unnoticeable and not directly in the path of the public or on any property, which it may destroy (Plants, landscaping, etc.)
- 17. No dog shall be entered into any show, trial, exhibition or K-9 demonstration without prior approval of a Member of the Command Staff, or K-9 supervisor.
- 18. No dog shall be used for breeding purposes without prior approval from the Chief of Police.
- 19. No dog shall be physically or mentally abused by any person for any reason.

SUPERVISOR/TRAINING OFFICER

1. A Member of the Command Staff, and/or K-9 unit supervisor shall inspect the residence of the K-9 police officer a minimum of two (2) times each calendar year to ensure that it meets all security and sanitary requirements. An inspection shall also occur:
 - a. When the Department veterinarian or a Member of the Command Staff, Watch Commander or K-9 unit supervisor, observes that the dog is in poor physical condition.
 - b. When the K-9 police officer moves to a new location.
 - c. When the K-9 police officer receives a new dog.
 - d. When complaints are received at the Department from neighbors or other sources regarding the conduct of the dog.
2. After the initial training course(s), each K-9 unit shall maintain the standard training to keep the K-9 team certified to New York State certification standards, for the specific tasks of the K-9. A copy of all training records shall be filed with the Training Division to be kept in the member's personal training file.
3. The K-9 unit supervisor shall maintain training records on all K-9 units. When a K-9 unit fails to meet the minimum number of training hours for any given period, the K-9 unit supervisor, or Training Division supervisor shall notify the affected K-9 officer, in writing. Any K-9 unit lacking a substantial number of training hours without an effort to make up those hours shall be reviewed by the K-9 unit supervisor and may be considered as uncertified for duty.
4. The K-9 unit supervisor, shall be responsible for:
 - a. Coordinating assignments of K-9 units to respond and/or impact upon specific crime locations and/or concerns.
 - b. Preparing statistical evaluation sheets and forwarding all copies of training material received by the K-9 unit to the Department Training Division.
 - c. Scheduling all K-9 units for retraining and/or certification(s).
 - d. Monitoring the K-9 unit's calls for service and use.
 - e. Monitoring all equipment assigned to the K-9 unit.
 - f. Assisting K-9 police officer(s) with any K-9 unit related problems to his/her assignment.

- g. Maintaining a portfolio on each K-9 unit, which shall contain all records, copies of reports, achievements, citations, medical records and documents pertaining to that unit.
- h. Be part of a K-9 selection process for both new handlers and new dogs.
- i. Coordinate all K-9 vehicle repairs and vehicle equipment installation etc. with the Central Garage.
- j. Inspect all K-9 equipment and ensure that each handler has the appropriate equipment required for duty and training.

ELIGIBILITY REQUIREMENTS FOR

K-9 POLICE OFFICER(S)

Any police officer seeking consideration for assignment as a K-9 police officer shall be subject to all requirements as set forth by the Chief of Police.

APPENDIX "D"

CERTIFICATION OF RECEIPTS PAID FORMS

_____, hereby certifies that the attached receipts are accurate and
Name of Member

represent co-payments made for prescription drugs provided to the patient listed on the receipt.

Dated

Signature of Member

APPENDIX "E"

GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE

Section 1. Applicability

Section 207-c of the General Municipal Law provides that any Police Officer of the Police Department of the City of Poughkeepsie

“who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has ceased and, in addition, such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness.”

The following procedures shall regulate the application and benefit award process for 207-c benefits.

Section 2. Definitions

- a) **Employer:** The City of Poughkeepsie
- b) **Chief:** The Chief of Police of the City of Poughkeepsie
- c) **Claimant:** Any Police Officer of the City of Poughkeepsie who is injured in the performance of his/her duties or who is taken sick as a result of the performance of his/her duties, which shall also include a police officer who takes a valid police action while off duty, whether in or out of the City.
- d) **Recipient:** Any police officer of the City of Poughkeepsie who is granted Section 207-c status.
- e) **Section 207-c Benefits:** Payment of regular salary or wages (Base Wage and Longevity), and medical treatment and hospital care mandated under 207-c. In addition, to receiving his/her regular salary or wages (Base Wage and Longevity), and payment of medical treatment and hospital care, an employee receiving 207-c benefits shall also be entitled to the following as if he/she was working, for the entire period in which he/she is absent on Section 207-c:
 - 1) Health Insurance;
 - 2) Health Insurance Buy-Out;
 - 3) Holiday Pay;
 - 4) Educational and Tuition Payment and Reimbursement;
 - 5) Degree Payment;
 - 6) Foreign Language Incentive;
 - 7) Life Insurance;

- 8) Vision; and
- 9) Dental

An employee receiving Section 207-c benefits shall continue to accrue or be credited with sick and vacation days for the first six (6) months he/she is on Section 207-c leave. An employee absent pursuant to Section 207-c benefits who returns to full or light duty, shall be credited with personal leave, to be prorated based upon the remaining portion of that calendar year that he/she returns to full or light duty. In addition, the employee shall be entitled to receive a prorated clothing allowance as set forth in Article 12 of the Agreement.

f) Claims Manager: The individual designated by the Employer who is charged with the responsibility of administering the procedures herein.

Section 3. Application for Benefits

1. (a) Any Claimant who is injured in the performance of his/her duties, or is taken sick as a result of the performance of his/her duties, shall file an application for benefits with the Claims Manager within ten (10) calendar days after the incident giving rise to the injury or sickness or within ten (10) calendar days after the Claimant should have become aware of the injury or illness (See application form attached hereto as Appendix "E" and made a part of this Agreement). Upon good cause shown, an application for Section 207-c benefits may be entertained in the discretion of the Claims Manager, notwithstanding the failure to file the necessary application within the required ten (10) calendar days.

(b) The Claimant shall be permitted to file documentation to supplement the original application for benefits under the following circumstances:

- (i) after filing the application, but before the determination of the Claims Manager; and
- (ii) as set forth in Section 11 of this procedure.

(c) All applications for Section 207-c benefits shall be in writing, using official application form(s), which shall include the following:

- (i) the time, date and place where the injury or illness producing incident occurred;
- (ii) a detailed statement of the particulars of the incident;
- (iii) the nature and extent of the Claimant's injury or illness;
- (iv) the Claimant's mailing address;
- (v) the names of any potential witnesses; and
- (vi) the name and address of all of the Claimant's treating physicians.

(d) A copy of the Department line of duty incident report shall be attached to the application.

2. An application for Section 207-c benefits may be filed by either the Claimant or by some other person authorized on behalf of the Claimant where the Claimant's injury or illness prevents him/her from filing the Department line of duty incident report or Section 207-c benefits application.

Section 4. Authority and Duties of Claims Manager

1. The Claims Manager shall have the sole and exclusive authority to determine whether a Claimant is entitled to Section 207-c benefits. In making the determination, the Claims Manager shall examine the facts and circumstances giving rise to the application for such benefits.

2. The Claims Manager's authority shall include, but not be limited to, the following:

(a) employ experts and specialists to assist in the rendering of the determination of eligibility;

(b) require the production of any book, document or other record that pertains to the application, injury, or illness;

(c) require the Claimant to submit to one (1) or more medical examinations related to the illness or injury;

(d) require the Claimant to sign forms for the release of medical information that bears upon the application;

(e) require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and

(f) do all that is necessary or reasonable in the processing of said application.

3. A Claimant must cooperate with the Employer and provide all necessary information, reports and documentation.

4. A determination of initial eligibility by the Claims Manager shall be made within a reasonable time, based upon the investigation, without holding a hearing.

The Claims Manager shall mail a written copy of his/her decision to the Claimant and the Chief within ten (10) calendar days of his/her determination. The written determination shall set forth the reasons for the Claims Manager's decision.

A written request for a hearing to appeal from an initial determination of the Claims Manager must be filed with the Claims Manager within fourteen (14) calendar days after mailing

of the determination to Claimant. The Claims Manager shall arrange for a hearing to be held pursuant to Section 11 of this procedure.

Section 5. Time Off Pending Initial Determination

1. Pending the initial determination of benefit eligibility, any time off taken by the Claimant that he/she claims is the result of the injury or illness giving rise to the application, shall be charged to the Claimant's sick leave time. In the event there is insufficient sick leave time and/or it becomes exhausted, the Claimant shall use paid leave in the following order:

- (a) Personal Leave
- (b) Holiday Time
- (c) Compensatory Time
- (d) Vacation

If the Claimant is granted Section 207-c benefits, the leave time used will be credited back to Claimant. In the event the Claimant has exhausted all of his/her available paid leave accruals above, the Claims Manager, in his/her sole discretion, may authorize the payment of Claimant's benefits throughout the period which the application is being processed, if it appears probable that the Claimant will be eligible for such benefits and the Claims Manager so determines.

Section 6. Medical Examinations and Treatment

1. After the filing of an application, the Claims Manager may require a Claimant/Recipient to submit to such medical examinations as may be directed by the Claims Manager, including examinations necessary to render an initial or final determination of eligibility, to determine if the Claimant/Recipient is able to perform his/her regular duties or light duty assignments as set forth in Section 7 of this procedure, and/or examinations required to process an application for ordinary and accidental disability retirement. The Claims Manager may also require a Claimant/Recipient to submit to medical treatment. Such treatment may include, but is not limited to, medical and/or surgical techniques deemed necessary by the appointed physicians. Any Section 207-c recipient who refuses to accept such examination(s) and/or medical treatment shall be deemed to have waived his/her rights under Section 207-c after such refusal. The Claims Manager shall provide written notice to the Claimant/Recipient that his/her benefits are being terminated pursuant to Section 10 of this procedure, on the basis of the refusal. A Claimant/Recipient contesting the termination must make written request for a hearing to appeal to the Claims Manager within fourteen (14) calendar days after mailing of the termination notice, and the Claims Manager shall arrange for a hearing pursuant to Section 11 of this procedure. The Claimant/Recipient shall cooperate in scheduling of the examination(s) and treatment, providing medical records relating to the injury or illness to the Employer's examiner, and in answering questions placed by the health care provider relating to the injury or illness.

2. **Medical Reports.** All physicians, specialists and consultants treating a Claimant/Recipient of Section 207-c benefits shall be required to file a copy of any and all reports with the Claims Manager. The Claimant/Recipient shall execute all necessary releases (see Medical Release Form attached hereto as Appendix "E") and shall be responsible for the

filing of said reports. The Claimant/Recipient shall receive a copy of the medical reports filed with the Claims Manager. The medical reports which are filed shall remain confidential and only released for purposes of administering the procedures herein and Worker's Compensation.

3. **Payment for Medical and Related Services.** A Claimant approved to receive Section 207-c benefits must notify the Claims Manager of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. Unless in an emergency, notice shall be made prior to the incurring of the expense.

4. Any claim for surgical operations or physiotherapeutic procedures (i.e., chiropractic care or physical therapy) must be pre-approved by the Claims Manager, unless it was required in an emergency. Determinations of the Claims Manager under this paragraph shall be based upon medical documentation.

5. Bills for medical services, drugs, appliances or other supplies will require filing a copy of the medical bill and/or prescription by a doctor with the Claims Manager for the particular items billed, stating thereon that the items were incurred as a consequence of the injury or illness upon which claim for benefits is based. The Employer reserves the right to arrange for alternate methods for the Claimant to receive prescriptions, applications and supplies (For example: prescription drug card).

Section 7. Light Duty Assignments

1. Any recipient may be examined by a physician chosen by the Claims Manager to determine the recipient's ability to perform specified light duty. Any recipient deemed able to perform specified light duty by the Claims Manager, based upon medical documentation, may be directed by the Chief, in his/her sole discretion, to perform such light duty.

2. A recipient who disagrees with the order to report for light duty and has conflicting medical documentation that he/she is unable to undertake light duty shall submit the medical documentation to the Claims Manager within fourteen (14) calendar days of mailing of the order to report for light duty. The Claims Manager shall review said medical documentation and within ten (10) calendar days of its receipt shall issue to the Chief and recipient a decision as to whether the order to return to light duty should be confirmed, modified or withdrawn. If the recipient is dissatisfied with the decision, he/she may request, in writing, a hearing to appeal from the decision within fourteen (14) calendar days after mailing of the decision. The Claims Manager shall arrange for a hearing to be held pursuant to Section 11 of this procedure.

3. Payment of full Section 207-c benefits shall be continued with respect to a recipient who submits conflicting medical documentation with the order to report to light duty, until it is determined whether the recipient is capable of performing the light duty. Where a determination has been made by the City Administrator that the recipient can report to and perform light duty, and that individual fails or refuses to perform light duty that recipient's Section 207-c status shall be discontinued.

Section 8. Changes in Condition of Recipient

1. Every Section 207-c recipient shall be required to notify the Claims Manager of any change in his/her condition which may enable the recipient to return to normal duties or be classified as eligible for light duty. This notice shall be made in writing within forty-eight (48) hours of any such change.

Section 9. Right of Perpetual Review and Examination

1. The Claims Manager shall have the right to review the eligibility of every Section 207-c recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:

(a) requiring recipient to undergo medical examination(s) and treatment by physician(s) or medical provider(s) chosen by the Claims Manager;

(b) requiring recipient to apprise the Claims Manager as to his/her current condition; and

(c) requiring recipients or any other involved parties to provide any documentation, books or records that bear on the recipient's case.

Section 10. Termination of Benefits

1. If, for any lawful reason, including, but not limited to, all those reasons specified in these procedures, the Claims Manager determines that a recipient is no longer or was never eligible for benefits; the Claims Manager shall notify the recipient in writing of the termination and reason for the termination. Notice of such termination and the reasons therefore, shall be served by mail upon the recipient and the Chief. If the recipient requests a hearing pursuant to Section 11 of this procedure, pending a determination by the City Administrator with respect to the recipient's eligibility, the recipient shall continue to receive Section 207-c benefits.

Section 11. Hearing Procedures

1. Hearings requested under the provisions of this procedure shall be conducted by a neutral Hearing Officer. The following individuals shall serve as Hearing Officers:

- a) Jeffrey Selchick
- b) Patrick Moore
- c) Dennis Campagna
- d) Al Cava

The above named Hearing Officers shall be used on a rotational basis. The hearing shall be conducted within sixty (60) calendar days of the request. In the event the Hearing Officer next on the rotation cannot conduct the hearing, the rotation of the list shall continue until a Hearing Officer is reached who can comply with this time limit. In the event none of the

Hearing Officers are available within sixty (60) calendar days, the parties agree that the Hearing Officer who has the most available date will be assigned.

The review of the Hearing Officer shall be limited to the record before the Claims Manager in making the determination under review. No new evidence, in medical reports or otherwise shall be allowed to be presented by either party, except that testimony of the person(s) whose reports were reviewed by the Claims Manager shall be permitted.

After requesting a hearing, the Claimant/Recipient shall be permitted to submit additional information to the Claims Manager as long as said submission is made no later than thirty (30) calendar days prior to the date of the scheduled hearing. The Claims Manager shall review the documentation and inform the Claimant/Recipient in writing within seven (7) calendar days of the submission, as to whether the determination that is the subject of the hearing will be modified. So long as the Claimant/Recipient meets the time requirements in this provision, should the Claims Manager's determination remain unchanged, the record before the Hearing Officer may include the additional submission of Claimant/Recipient.

The scope of review of the Hearing Officer shall be whether the Claims Manager had a reasonable basis for his/her determination.

The Claimant may be represented by a designated representative and may subpoena witnesses. Each party shall be responsible for all fees and expenses incurred in their representation. The hearing shall have a transcribed record, which shall be the official record of the proceeding. The Employer shall provide a copy to the Claimant/Recipient or his/her designated representative and Hearing Officer upon receipt. The Hearing Officer shall render and submit to the City Administrator, with a copy to the Claimant/Recipient's representative, written Findings and Recommendations within thirty (30) calendar days after the close of the hearing. The City Administrator shall provide his/her written determination within ten (10) calendar days after receipt of the Findings and Recommendations. Any such determination of the City Administrator shall be reviewable pursuant to the provisions of Article 78 of the Civil Practice Law and Rules. The fees and expenses of the hearing, including transcript costs and fees of the Hearing Officer, shall be paid as follows:

- (i) the Employer shall pay all fees and expenses for the first (1st) day, or any part thereof.
- (ii) thereafter, the transcribed cost and fees of the Hearing Officer shall be paid equally by the parties.

Effective January 1, 2017:

Appeals

A. Initial Eligibility Determinations of Section 207-c Benefits

All appeals filed under the provisions of this procedure relating to a denial of a employee's initial eligibility for Section 207-c benefits shall be subject to binding arbitration

conducted by a neutral Arbitrator. The parties shall attempt to agree on a mutually acceptable Arbitrator. In the event the parties cannot agree, the Arbitrator shall be selected pursuant to the Grievance Procedure of this Agreement.

Each party may be represented by a designated representative and may subpoena witnesses. Each party shall be responsible for all fees and expenses incurred in their representation. The hearing shall have a transcribed record, which shall be the official record of the proceeding. The Arbitrator shall render and submit to the City's and employee's representative, his/her written Final and Binding Opinion and Award within thirty (30) calendar days after the close of the hearing. Any such determination of the Arbitrator shall be reviewable pursuant to the provisions of Article 75 of the Civil Practice Law and Rules. The fees and expenses of the Arbitrator and transcribed record shall be paid equally by the City and PBA. In the event the employee is not represented by the PBA, the employee shall be responsible for his/her equal share of the Arbitrator's fees, expenses and transcribed record.

B. Conflicting Medical Documentation of Member's Ability to Perform His/Her Regular or Specific Light Duty

(i) In the event there is a medical dispute between a employee's doctor and the City's doctor after conducting a physical examination, as to whether the employee is unable to perform his/her regular or specified light duties, as detailed by the Chief, the parties shall designate a third (3rd) physician, in the field of medical specialty regarding the injury or illness, to be examined. The designation shall be from a list of physicians agreed to by the PBA and City board certified in the relevant fields including orthopedics and internal medicine, all of whom shall have offices within sixty (60) miles of the City Police Department. Physicians will be chosen on a rotational basis. In the case of orthopedic injuries, the parties agree that Rehabilitation Medicine Associates ("R.M.A."), 301 East Main Street, Bay Shore, New York, telephone number (631) 968-3330, shall serve as the third party medical evaluator notwithstanding the office location. If a third (3rd) physician is required in a field not on the rotational list the parties agree that the designation shall be made by R.M.A. If the parties are unable to agree on a medical evaluator in a particular specialty, the parties agree that R.M.A. will select an appropriate evaluator. All communication with R.M.A. shall be jointly conducted by the parties unless expressly waived.

(ii) Upon receipt by the Chief of a request by the employee for a third (3rd) party medical evaluation, the City shall schedule the appointment with the third (3rd) party medical evaluator on behalf of the employee, and shall utilize best efforts to schedule the appointment during the scheduled tour of duty of the employee. The City shall notify the employee at least forty-eight (48) hours prior to the scheduled medical appointment date. The employee shall be paid at the appropriate rate of pay for all time including travel time to and from such examination.

(iii) The City shall provide the medical information supplied by the employee and his/her physician concerning the employee's injury as well as the report of the Independent Medical Examination (IME) performed on behalf of the City, and all documentation relied upon by the City's IME to R.M.A. prior to such examination. In the event that R.M.A. requires additional information in the exclusive possession or control of the employee or his/her

physician, the employee will either promptly supply such information or instruct his/her physician to forward same to R.M.A. The City shall also provide a complete listing of any contemplated duties and job description. R.M.A. shall provide to the parties a list of duties that the employee can and/or cannot perform.

(iv) The City shall pay the cost of all third (3rd) party IME's, and shall provide transportation to and from R.M.A. offices for such examinations if requested by the employee.

(v) The City will reimburse an employee for tolls, parking and mileage between his/her home and the third (3rd) party medical evaluator's office based upon the most direct route at the Internal Revenue Service Standard Business Mileage Rate, or the New York State Workers' Compensation reimbursement rate, whichever is higher.

(vi) The third (3rd) physician's written opinion, regarding the injury or illness, and whether or not the employee can report back to and perform his/her regular or specified light duties, shall be binding on the parties. The opinion shall be provided, in writing, within fifteen (15) calendar days after the examination to the Chief. The Chief shall provide a copy to the employee by personal service or mail. In the event it is determined that the employee can return and perform his/her regular or specified light duty, he/she shall report to work on his/her next regularly scheduled tour of duty after service or receipt of the notice to return to work from the Chief. Where a determination has been made by the third (3rd) doctor that the employee can report to and perform his/her regular or specified light duty, and that employee fails or refuses to report to perform his/her regular or specified light duty as determined, that employee's Section 207-c benefits may be terminated.

C. Termination of Benefits

All hearings under the provisions of this procedure relating to any dispute under this provision, including the termination of an employee's Section 207-c benefits for reasons other than those that are the subject of a medical dispute between a member's and the City's doctors, as set forth above, shall be conducted by a neutral Arbitrator. The parties shall attempt to agree on a mutually acceptable Arbitrator. In the event the parties cannot agree, the Arbitrator shall be selected pursuant to the Grievance Procedure of this Agreement.

In any such hearing, each party may be represented by a designated representative and may subpoena witnesses. Each party shall be responsible for all fees and expenses incurred in their representation. The hearing shall have a transcribed record, which shall be the official record of the proceeding. The Arbitrator shall render and submit to the City and employee's representative, his/her written Final and Binding Opinion and Award within thirty (30) calendar days after the close of the hearing. Any such determination of the Arbitrator shall be reviewable pursuant to the provisions of Article 75 of the Civil Practice Law and Rules. The fees and expenses of the Arbitrator and transcribed record shall be paid equally by the City and the PBA. In the event the employee is not represented by the PBA, the employee shall be responsible for his/her equal share of the Arbitrator's fees, expenses and transcribed record.

Section 12. Coordination with Worker's Compensation Benefits

1. Upon payment of Section 207-c benefits, any wage or salary benefits awarded by the Worker's Compensation Board shall be payable to the Employer for periods during which a Claimant received Section 207-c benefits. If the Claimant shall have received any Worker's Compensation benefits hereunder which were required to be paid to the Employer, the Claimant shall repay such benefits received to the Employer, or such amounts due may be offset from any Section 207-c benefits thereafter. Upon termination of Section 207-c benefits, any continuing Worker's Compensation benefits shall be payable to the Claimant. The parties shall not be bound by a determination of the Worker's Compensation Board.

Section 13. Discontinuation of Salary and Wage Benefits Upon Disability Retirement

1. Payment of Section 207-c benefits shall be discontinued with respect to any Claimant who is granted a disability retirement pension as provided by law.

Section 14. Miscellaneous

1. It is specifically agreed and understood that any reference related to General Municipal Law Section 207-c benefits is informational only, and is not intended to reduce, add or enlarge the benefits or rights contained in the statute or any amendments made thereto, unless so specified. The intent is to read this procedure in conformity with General Municipal Law Section 207-c.

2. The only issues applicable to a Hearing Officer are determinations of initial eligibility, order(s) to return to light duty based on conflicting medical documentation or termination of Section 207-c benefits.

3. After returning to full duty from a Section 207-c injury or illness, a claim for benefits based on a recurrence of the injury or illness shall be treated as a new application for Section 207-c benefits.

4. The Recipient shall file a Notice to the New York State Comptroller, attached hereto and made a part of this Agreement as Appendix "E", with a copy to the City Clerk.

5. An employee absent on Section 207-c, and has scheduled use of any paid leave (e.g., vacation, personal leave, etc.), and elects to cancel that scheduled paid leave, he/she shall contact the Chief or designee that it shall not be utilized, and to re-credit it accordingly.

6. An employee absent on Section 207-c, and has scheduled use of any paid leave (e.g., vacation, personal leave, etc), and elects to use that paid leave, it shall be deducted accordingly.

7. An employee absent on Section 207-c, and has scheduled vacation, and elects to use that vacation, that employee(s) shall not count towards the number of employees allowed off on each tour of duty as set forth in Article 10 – Working Conditions, Section 8 (N).

APPENDIX "E"

**CITY OF POUGHKEEPSIE POLICE DEPARTMENT
GENERAL MUNICIPAL LAW SECTION 207-c**

APPLICATION

1. _____
Name of Officer
2. _____
Address to which correspondence concerning application should be directed.
3. _____ 4. _____
Telephone Number Age
5. _____
Name of Supervisor
6. _____
Current Job Title
7. _____
Occupation at Time of Injury/Illness
8. _____
Length of Employment
9. _____ 10. _____ 11. _____
Date of Incident Day of Week Time
12. (a) _____
Name of Witness(es) and Address (if available)
(b) _____
(c) _____
13. (a) _____
Names of co-employees at the incident site
(b) _____
(c) _____

14. Describe what the officer was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary.) _____

15. Where did the incident occur? Specify. _____

16. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.) _____

17. When was the incident first reported? _____
To Whom? _____ Time _____
Witness(es) (if any) _____
18. Was first aid or medical treatment authorized? _____
By Whom? _____ Time _____
19. Name and address of attending physician _____

20. Name of Hospital _____
21. State name and address of any other treating physician(s) _____
22. State nature of injury and part or parts of body affected _____

23. The name and address of my representative to whom a copy of any decision concerning the application should be sent: _____

I SUBMIT THIS APPLICATION PURSUANT TO THE POLICY AND PROCEDURE GOVERNING THE APPLICATION FOR AND THE AWARD OF BENEFITS UNDER SECTION 207-c OF THE GENERAL MUNICIPAL LAW. THE STATEMENTS CONTAINED IN THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, ACCURATE AND TRUE.

(Signature of Applicant if other than Injured Officer)
Application Received By:

(Date)

(Signature of Person Authorized to Receive Application)

(Date)

Date of Report

_____, New York

Signature of Injured Officer

APPENDIX "E"

CITY OF POUGHKEEPSIE POLICE DEPARTMENT

MEDICAL RELEASE FORM

TO: _____

YOU ARE HEREBY AUTHORIZED TO RELEASE TO THE CITY OF POUGHKEEPSIE POLICE DEPARTMENT, OR ITS REPRESENTATIVES, INFORMATION INCLUDING PATIENT FILES, MEDICAL CHARGES, PHYSICIAN NOTES, X-RAYS AND THE RESULTS OF ANY OTHER DIAGNOSTIC TESTS REGARDING MEDICAL OR OTHER REMEDIAL TREATMENT PROVIDED TO ME ON ACCOUNT OF THE INJURY OR SICKNESS FOR WHICH I HAVE APPLIED FOR OR RECEIVED BENEFITS UNDER GENERAL MUNICIPAL LAW SECTION 207-c.

DATE OF OCCURRENCE FOR WHICH APPLICATION IS MADE:

Signature of Applicant
(Type or Print Name)

Date

STATE OF NEW YORK)
) ss:
COUNTY OF DUTCHESS)

On the ____ day of _____, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

APPENDIX "E"

The Comptroller of the State of New York
New York State and Local Police and Retirement System
110 State Street
Albany, New York 12244-0001

***CERTIFIED MAIL
RETURN RECEIPT***

Dear Comptroller:

In compliance with Section 363 and Section 363-c of the Retirement and Social Security Law instructing me to notify your agency of any and all injuries and illnesses sustained in the line of duty as an employee of the City of Poughkeepsie Police Department, I hereby submit the following report:

Name of injured Police Officer	Registration and Social Security Number
--------------------------------	---

Home Address

Date of incident	Time of incident	Location of incident
------------------	------------------	----------------------

Description of injury and/or illness

Medical care required

Signature of Police Officer	Print Name	Date
-----------------------------	------------	------

Signature of Witness to Injury	Print Name	Date
--------------------------------	------------	------